

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

Monday, March 17, 2025

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

Karina Macias
Mayor

Arturo Flores
Vice Mayor

Eduardo “Eddie” Martinez
Council Member



Jonathan A. Sanabria
Council Member

All agenda items and reports are available for review in the City Clerk’s Office and www.hpca.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk’s Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC

CITY COUNCIL MEETING AGENDAS

EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

PUBLIC COMMENT

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

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

ADDITIONS/DELETIONS TO AGENDA

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

IMPORTANT NOTICE

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

CALL TO ORDER

ROLL CALL

Mayor Karina Macias
Vice Mayor Arturo Flores
Council Member Eduardo "Eddie" Martinez
Council Member Jonathan A. Sanabria

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. PROCLAMATION FOR WOMEN'S MONTH
2. CERTIFICATES OF APPRECIATION FOR VOLUNTEERS
3. PET OF THE MONTH
4. RECOGNITION OF OUTGOING MAYOR KARINA MACIAS

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 CITY'S DESIGNATED LABOR REPRESENTATIVES
City's Representatives: Ricardo Reyes, City Manager, Bryce Tyler, Human Resources Consultant
Employee Organization: Huntington Park Police Management Association (PMA)
Government Code § 54957.6
2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code § 54957

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

CITY CLERK

1. CITY COUNCIL MEETING MINUTES

IT IS RECOMMENDED THAT CITY COUNCIL:

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

1. Special City Council Meeting held February 28, 2025

2. SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AMENDING TITLE 5, CHAPTER 21, ARTICLE 1, SECTION 5-21.102(e) OF THE HUNTINGTON PARK MUNICIPAL CODE

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 amending Title 5, Chapter 21, Article 1, Section 5-21.102(e) of the Huntington Park Municipal Code.

3. SECOND READING AND ADOPTION OF ORDINANCE UPDATING SIDEWALK VENDING REGULATIONS IN COMPLIANCE WITH SB 946 AND SB 972

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Waive the full reading and adopt by title only an ordinance amending the City's sidewalk vending regulations.

POLICE DEPARTMENT

4. CONSIDERATION TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$45,577.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2022 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK, INCLUDING APPROVAL TO USE THESE FUNDS FOR THE PURCHASE OF A MOBILE VIDEO SURVEILLANCE TOWER

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Accept the reimbursable grant funding in the amount of \$45,577.00; and

2. Approve a budget appropriation in the amount of \$48,523 for the purchase of the Mobile Video Trailer for the police department; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, grant agreement, and documentation; and
4. Authorize the Finance Director to assign expenditure and reimbursement accounts for these grant funds, and
5. Authorize the Chief of Police to purchase the equipment.

FINANCE

5. CHECK REGISTERS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated March 17, 2025

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY CLERK

1. SELECTION OF MAYOR AND VICE MAYOR FOR A TERM OF ONE YEAR

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Deliberate, nominate, and vote for a sitting Council Member to serve as Mayor for a term of one year; and
2. Deliberate, nominate, and vote for a sitting Council Member to serve as Vice Mayor for a term of one year.

2. COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS AND COMMITTEE REORGANIZATION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Make appointments to Commissions consistent with provisions set forth in Resolution No. 2025-01; and
2. Consider committee re-assignment or re-affirm current appointments; and
3. Add and/or delete any other temporary subcommittees, as appropriate.

CITY MANAGER

3. CONSIDERATION OF THE APPOINTMENT OF ANDREW SAREGA AS INTERIM CITY ATTORNEY AND WAIVER OF 30-DAY NOTICE FOR ARNOLD M. ALVAREZ-GLASMAN'S RESIGNATION

CITY COUNCIL MEETING AGENDAS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Appoint Andrew Sarega as Interim City Attorney while the City comprehensively searches for a permanent City Attorney; and
2. Waive the 30-day notice requirement provided by Arnold M. Alvarez-Glasman regarding his resignation as City Attorney.

END OF REGULAR AGENDA

PUBLIC HEARING(S)

COMMUNITY DEVELOPMENT

- 1. HOLD A PUBLIC HEARING REGARDING THE ADOPTION OF AMENDMENTS TO THE DOWNTOWN SPECIFIC PLAN AND TITLE 9, ZONING OF THE HUNTINGTON PARK MUNICIPAL CODE TO IMPLEMENT HOUSING PROGRAMS 7, 10 AND 13.**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a Public Hearing and public testimony; and
 2. Adopt Amendment No. 2025-01, amending the Downtown Specific Plan; and
 3. Adopt Amendment No. 2025-02, Title 9, Zoning, of the Huntington Park Municipal Code.
- 2. HOLD A PUBLIC HEARING TO RECEIVE PUBLIC INPUT ON THE DEVELOPMENT OF THE ANNUAL ACTION PLAN (AAP) 2025-2026**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a Public Hearing; and
 2. Receive public input, from all interested parties, on the development of the Annual Action Plan 2025-2026.
- 3. CONDUCT A PUBLIC HEARING FOR THE CONSIDERATION AND ADOPTION OF THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE REPORT**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing; and
2. Take public testimony; and
3. Adopt the Fiscal Year 2025-2029 Analysis of Impediments to Fair Housing Choice; and

4. Authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD).

END OF PUBLIC HEARING(S)

DEPARTMENTAL REPORTS

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

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, April 7, 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 not less than 72 hours prior to the meeting. Dated this 14th day of March 2025.



Eduardo Sarmiento, City Clerk

CONSENT CALENDER

ITEM 1

MINUTES

Special Meeting of the
City of Huntington Park City Council
Friday, February 28, 2025

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:03 p.m. on Friday, February 28, 2025, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

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

ABSENT: None

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Eduardo Sarmiento, City Clerk; Cosme Lozano Police Chief; Finance Director Jeff Jones; Arnold M. Glassman City Attorney.

INVOCATION

Mayor Macias led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Macias led the Pledge of Allegiance.

PRESENTATION(S)

NONE

PUBLIC COMMENTS

The following people/ person provided public content:

1. Alexandra Melgoza
2. Linda Carballo
3. Rodolfo Cruz
4. Carlos Pando
5. Vicente Cadena
6. Albert Robles
7. John Doe
8. Ivonne Correa
9. Jas
10. Carlos Cordova
11. Valentin Amezquita
12. Veronica Rangel
13. Maria Cruz
14. Elizabeth Delgado
15. Emmanuel Carrera
16. Namir
17. Betty Retama
18. Esperanza Rodriguez
19. Mayra Covarrubias
20. Sandra Hutz

21. Felix Romero
22. Veronica Ceja
23. Francisco Ramirez
24. Brianna Andrade
25. Lorena Vega
26. Kristi Austin
27. Luz Lopez
28. Maria Lopez
29. Alma Cristina
30. Rosa Maria
31. Jose Escamilla
32. Victor Medina
33. Brenda Lopez
34. Jane Doe #1
35. Jane Doe #2
36. Jane Doe #3
37. Jane Doe #4
38. Jane Doe #5
39. Jane Doe #6
40. Mylie Rodriguez

STAFF RESPONSE

None

CLOSED SESSION

- 1) None

CLOSED SESSION ANNOUNCEMENT

None. There was no Closed Session Portion

CONSENT CALENDAR

CITY CLERK

1. CITY COUNCIL MEETING MINTUES

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

1. Regular City Council Meeting held on February 24, 2025

FINANCE

2. CHECK REGISTER

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated February 28, 2025

MOTION: Council member Martinez moved to approve the consent calendar, seconded by Vice Mayor Flores. Motion carried by unanimous consent.

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

NOES: None

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY COUNCIL

1. DISCUSSION AND POSSIBLE ACTION REGARDING THE DISTRICT ATTORNEY INVESTIGATION INTO THE HUNTINGTON PARK AQUATIC CENTER PROJECT, INCLUDING CONSIDERATION OF LEGAL MATTERS RELATED TO THE DISTRICT ATTORNEY INVESTIGATION.

IT IS RECOMMENDED THAT CITY COUNCIL:

The City Council will consider the following actions in open session:

1. Waiver of Attorney-Client Privilege – Consideration of whether to waive attorney-client privilege to facilitate cooperation with investigative authorities; and
2. Delegation of investigative Authority – Consideration of turning over investigative authority to the City Prosecutor on behalf of the City; and
3. Approval of Conflict of Waiver- Consideration of a conflict of waiver allowing Attorney Andrew Sarega to represent City Manager Ricardo Reyes and Council Member Eduardo “Eddie Martinez” in matters related to the investigation.

MOTION FOR ITEM 1 OF RECOMENDATION: Vice Mayor Flores moved to approve the waiver of attorney client privilege consideration to facilitate cooperation with investigative authorities. This motion was seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

NOES: None

MOTION FOR ITEM 2 OF RECOMENDATION: Councilmember Sanabria motioned to turn over investigative authority to the City Prosecutor on behalf of the City. This motion was seconded by Councilmember Martinez. Motion carried by unanimous consent.

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

NOES: None

Prior to deliberating on the third portion of item one (1) on the agenda Councilmember Martinez and City Manager Ricardo Reyes recused themselves and left council chambers.

MOTION: Councilmember Sanabria motioned to approve the waiver of the conflict allowing Attorney Andrew Sarega to represent City Manager Ricardo Reyes and Council Member Eduardo “Eddie” Martinez in matters related to the investigation. Attorney Sarega stated that the City Attorney and Councilmember will be personally responsible for paying all costs associated with this case and their representation. Additionally, if any conflicts of interest were to arise in the future, he will abstain from representing Councilmember Martinez and City Manager Reyes any further and prioritize representing the city of Huntington Park. Mayor Macias stated she was not comfortable with voting on this agenda item. Mayor Macias then proceeded to step off the Dias, opting not to vote. Vice Mayor Flores motioned to take over as chair. [At this point a member of the Public {Linda Caballeros}, stepped up and stated out loud that the Chambers do not have a Quorum, requesting the City Clerk clarify ‘it’]. Following this incident, Mayor Macias returned to the Dias. Vice Mayor Flores seconded the motion with the request that if a conflict of interest arises, then Mr. Sarega shall relinquish all legal representation of Councilmember Eduardo ‘Eddie’ Martinez, and City Manager Ricardo Reyes. Motion carried by majority consent.

AYES: Council Member(s): Sanabria, Vice Mayor Flores.

NOES: Mayor Macias

END OF REGULAR AGENDA

MOTION: Vice Mayor Flores motioned to reopen Public Comment a second time for individuals who arrived late, have not made a public comment, and wish to make a public comment. Councilmember Martinez Seconded the motion. Motion carried by unanimous consent.

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

NOES: None

PUBLIC COMMENTS (2)

The following people/ person provided public content:

- 1) Antonio Alvarenga
- 2) Jane Doe

DEPARTMENTAL REPORTS

City Attorney: Dear Mayor and Members of the City Council, after doing careful consideration this letter will serve to inform the city council of the city of Huntington Park that I individually and my law Firm Alvarez, Glassman and Colvin will be exercising our rights to terminate our services pursuant to section 12 of the agreement for City Attorney Services dated April 6 2015 which reads in part the firm may terminate its services at any time with the city for good cause, good cause exists if the city refuses to cooperate with firm refuses to follow firm's advice on material matters or otherwise made its representation unreasonably difficult. Over the recent months the circumstances surrounding activities and action taken meets the definition of good cause as stated above. The current environment and lack of communication with my office has made our continued representation unreasonably difficult to continue to serve as City Attorney. Out of respect and obligation to the attorney-client privilege I will not articulate the facts or circumstances that led to this decision. Alvarez, Glassman and Colvin are proud of the excellent legal services that our firm has provided to the City for nearly a decade. My law firm and I will continue to provide legal services for the next 30 days or until a new city attorney or law firm is selected to take the position as your legal counsel. Thank you for the opportunity to serve as your city attorney. Very Truly yours Arnold M. Glasman managing partner at Alvarez, Glassman, and Colvin.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Sanabria: Thank you staff during the tumultuous time. In stated that in 2013, he was in the place of the public and supported the change and wanted to see it be implemented in the city. We have only established a bare minimum base, which is good but not enough. We've only seen a change in vendors and not the quality of life of our constituents. He wanted to see rent control pass, which we saw and although it is not perfect it is a large step in the right direction. We also passed the lobbying ordinance. When he arrived, we saw a lot of these issues happening in our community. He is happy that this ordinance is bringing a lot of these issues to the light. This ordinance is holding people accountable. He is in support of introducing term limits. We need to protect our infrastructure including our water systems. He doesn't want to see the water rights sold. We as councilmembers need to protect our water system and ensure rates don't skyrocket. He added that this is a sanctuary city and wants to get the message out to the community. He finds it interesting how they [Councilmember Sanabria, Martinez, Vice Mayor Flores, and City Manager Ricardo Reyes] were served with a lawsuit; however, other people who have been accused of taking money from vendors were not served for twelve years and have not been served. He added that he is disappointed with the aquatics center. During high school, he used to skate at the skate park in Salt Lake Park until 9pm sometimes. When the skate park was taken away, he got upset; however, he is hurt that the lot where the skate park used to be is still an empty lot. He takes his son out to parks in other communities because Huntington Park has failed to provide safe spaces for its kids and community. He added that he wants to better understand the performance evaluation on some of the contracts that the city has been a part of. Especially those who appear in the Fair Political Practices Commission (FPPC) Form

700. Why is it that the City Attorney and other councilmembers appeared on this 'one' person's Form 700. He wants to let the public know that there are folks on the council who do stand with them.

Councilmember Martinez: Thank you to residents who came out. He didn't say much today because he was here to listen. His home was served with a search warrant, scary times especially for elderly mother. He is cooperating with the district attorney office in the investigation. Yesterday, 2/27/2025 he had a 3-hour testimony. The city should be giving all documents with the District Attorney's office for cooperation. He is okay with term limits [2 terms]. We should begin to investigate the term limits, because the recent change to the terms limits ordinance resets the term of existing council members. He doesn't agree with this. We should also begin to assess the Political Action Committees of elected officials and those who contribute to candidates to ensure transparency and prevent conflicts of interest.

Vice Mayor Flores: Thank you to the residents and community. He wants the community to imagine getting paid \$120,000 dollars for a few hours of work. A few months ago, that is what he discovered when he was looking at payments that were going out regarding the pool project. Upward Solution was doing outreach work for the pool project. Robert Urteaga, who is the owner of Upward Solution, is leading his recall efforts against me, and by his understanding, the financier of this effort is Effren Martinez. Luis Vecerra [Graciela Ortiz's nephew] was the individual who served him with the recall. At the last council meeting there were several processors chasing him to serve him with the recall. There were individuals who were reporting his location and every move. He added that he is a marine and that has served in war twice, and he isn't afraid of going to war again for his community.

Vice Mayor Flores's official statement: I, Vice Mayor, Arturo Flores, categorically reject the misleading and defamatory allegations contained in the recall notice. This effort does not reflect my record of service but appears to be a politically motivated attempt to hinder transparency and accountability. This recall follows my commitment to investigating the Failed Pool Project, which has cost taxpayers approximately \$12 million over five years with nothing to show but an empty lot. I believe this recall is a retaliatory effort by those seeking to avoid accountability for mismanagement. Facts: Residency: I have lived in our city throughout my tenure on the Council; Investigations: No active investigation against me by the city; Confidential Plates: legally obtained and used for security purposes to protect myself and my family for any potential retaliation; Compensation: Salary adjustment for council members was implemented under California Senate Bill 329, after 17 years of no adjustments; False Allegations: The claim against me regarding misconduct are entirely false and baseless. Instead of wasting upwards of \$500,000 taxpayer dollars on an unfounded recall election. Let's focus on investigating the failed pool project; and tracing millions of unaccounted dollars; Restoring faith and trust in our local government.

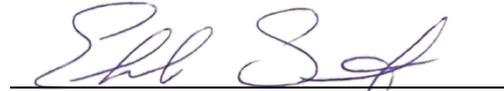
Mayor Macias: Thanked all residents who came to public comment. She's confident in the process of the investigation. She thanked the District Attorney police for being cordial in the process of when he went to her home. She added that she is confident in the process of the investigation. She then thanked the employees and directors. She stated that we have very hard-working employees. She assured them that as we continue the process of investigation, that they are appreciated and cared for and that in the process of all of this it is easy to forget the humanity of employees, and directors that are just trying to provide a service to the community. Including Police Department, Parks and Recreation, Public Works, and staff here tonight. She feels confident where on her

stance as a councilmember, resident, and woman. She grew up and lives in the city. She's a caregiver. She is confident in the process that an aquatics center is not an illusion for the community and can be a reality in the near future.

ADJOURNMENT

MOTION: Mayor Macias to adjourn the meeting of Friday, February 28, 2025 @8:38pm. Huntington Park City Council meeting to be held on Monday, March 3, 2025, at 6:00 p.m. The meeting adjourned at 8:38pm.

Respectfully submitted

A handwritten signature in blue 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 Clerk
City Council Agenda Report



March 17, 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:

SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AMENDING TITLE 5, CHAPTER 21, ARTICLE 1, SECTION 5-21.102(e) OF THE HUNTINGTON PARK MUNICIPAL CODE

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 amending Title 5, Chapter 21, Article 1, Section 5-21.102(e) of the Huntington Park Municipal Code.

BACKGROUND

The existing municipal code prohibits animals, including dogs, in public parks unless for an approved event or activity. In response to requests from both the City Council and community members for more dog-friendly spaces, this amendment proposes allowing leashed dogs at Veteran's Park, Keller Park, and Raul while maintaining regulations to ensure public safety and cleanliness.

This change aligns with broader community interests in creating more inclusive public spaces while ensuring that appropriate guidelines remain in place for responsible pet ownership.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The amendment maintains the existing restrictions on animals in public parks while making an exception for leashed dogs at Veteran's Park, Keller Park, and Raul Perez. By allowing dogs in a designated park, the city provides a controlled environment for pet owners while preserving the intended use of other park spaces. This policy aligns with successful dog-friendly initiatives in neighboring cities that have established designated areas for pet owners, ensuring a balance between accessibility and park maintenance.

SECOND READING OF ORDINANCE AMENDING TITLE 5, CHAPTER 21, ARTICLE 1, SECTION 5-21.102(e) OF THE HUNTINGTON PARK MUNICIPAL CODE

March 17, 2025

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LEGAL REQUIREMENT

The ordinance, which has been reviewed and approved by the City Attorney, must be introduced at a regular City Council meeting and adopted at a subsequent meeting before taking effect. Once approved, the ordinance will go into effect **30 days after final passage**. The City Clerk will be responsible for ensuring proper posting and record-keeping in compliance with municipal regulations.

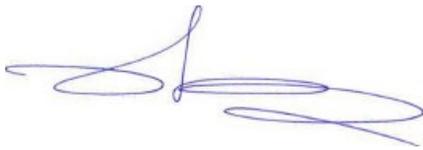
FISCAL IMPACT/FINANCING

Minimal. Any additional costs related to signage and public awareness efforts can be absorbed within existing operational budgets.

CONCLUSION

Adopting this ordinance will allow leashed dogs at Veteran's Park, Keller Park, and Raul Perez Park in response to community interest while maintaining overall park regulations. Staff recommends approval.

Respectfully submitted,



RICARDO REYES
City Manager



EDUARDO SARMIENTO

ATTACHMENT(S)

A. Ordinance amending title 5, chapter 21, article 1, section 5-21.102(e) of the Huntington Park municipal code

1 **ATTACHMENT “A”**

2 **ORDINANCE NO. 2025-05**

3 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**
4 **HUNTINGTON PARK, CALIFORNIA, AMENDING TITLE 5,**
5 **CHAPTER 21, ARTICLE 1, SECTION 5-21.102(e) OF THE**
6 **HUNTINGTON PARK MUNICIPAL CODE**

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

9 **SECTION 1.** THAT TITLE 5, CHAPTER 21, ARTICLE 1, SECTION 5-21.102(e), PUBLIC
10 **PARKS AND RECREATION CENTER FACILITIES OF THE HUNTINGTON PARK**
11 **MUNICIPAL CODE IS HEREBY AMENDED AND SHALL READ AS FOLLOWS:**

12 **Sec. 5-21.102. Prohibited conduct.**

13 Within the limits of any public park or recreation center facility, it is unlawful for any
14 person to do any of the following specific acts:

- 15 e. Bring or maintain dogs, cats, birds, or horses within any public area except for a
16 specific activity, such as a pet show or obedience class, as may be approved by the
17 Director. Notwithstanding the foregoing, members of the public may bring or
18 maintain dogs only at Veteran’s Park, Keller Park, and Raul Perez Park provided
19 the dog(s) are maintained on a leash at all times:

20 ...

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

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

25 **PASSED, APPROVED AND ADOPTED this 17th day of March, 2025.**

26 _____
27 Karina Macias
28 Mayor

ATTEST:

APPROVED AS TO FORM:

Eduardo Sarmiento, CMC
City Clerk

City Attorney

ITEM 3

CITY OF HUNTINGTON PARK
Community Development Department
City Council Agenda Report



March 17, 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:

SECOND READING AND ADOPTION OF ORDINANCE UPDATING SIDEWALK VENDING REGULATIONS IN COMPLIANCE WITH SB 946 AND SB 972

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Waive the full reading and adopt by title only an ordinance amending the City's sidewalk vending regulations.

BACKGROUND

Sidewalk vendors are a fixture in California's communities—including the City of Huntington Park ("City"). Sidewalk vending was decriminalized throughout California by Senate Bill 946 ("SB 946") in 2019. However, California's laws related to the sale of food were not updated at that time, making it nearly impossible for sidewalk vendors and other food-selling microbusinesses to comply as the regulations were designed with restaurants and food trucks in mind. This left sidewalk vendors who sell food unable to secure a health permit from their local regulatory agency—a permit which was treated as a prerequisite for most city business licenses. Shortly after the effective date of SB 946, the City amended its municipal code.

A second set of sidewalk vending regulations came into effect on January 1, 2023, through Senate Bill 972 ("SB 972"). SB 972 aims to provide further clarity by revising equipment, operational, and permitting requirements found in California law to more safely and realistically accommodate microbusinesses like sidewalk food vendors. Together SB 946 and SB 972 prohibit cities from adopting regulations that do any of the following:

- Restrict the overall number of sidewalk vendors allowed to operate within the jurisdiction, except if it directly relates to objective health, safety, or welfare concerns.

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- Require sidewalk vendors to obtain the consent or approval of any nongovernmental entity or individual before selling goods or merchandise.
- Require sidewalk vendors to operate within specific parts of the public right-of-way, except if it directly relates to objective health, safety, or welfare concerns.
- Require sidewalk vendors to operate only in designated neighborhoods or areas except if it directly relates to objective health, safety, or welfare concerns.

Currently, Article 20 (Sidewalk Vending) Chapter 7 to Title 4 of the Huntington Park Municipal Code (“HPMC”), consistent with state law, regulates time, place, and manner in which sidewalk vending is conducted, by imposing the following:

- Limits on hours of operation.
- Requirements to maintain minimum sanitary standards and conditions.
- Requires a sidewalk vending permit, business license, California seller’s permit, and any other applicable license required from other state or local agencies.
- Requires a sidewalk vendor to submit certain information on his or her operations to the city.
- Requires compliance with other generally applicable laws.
- It decriminalizes street food vending, limiting penalties to only administrative fines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed update to the HPMC will ensure further compliance with other requirements ushered in by both SB 946 and SB 972, by including (but not limiting to) the following:

- Street food vendors will now also be recognized by state food laws as “Compact Mobile Food Operations” (or “CMFOs”), which means they are subject to separate standards designed specifically for vendors.
- Vendors may still need to apply for other business permits and comply with local city/county rules, depending on where they sell.
- CMFOs operating in a space that is 25 sq. ft. or less—who only sell food that has been packaged at a store or an approved facility and does not need to be heated or refrigerated—no longer need a health permit issued by the County Health Department to sell legally.
- Simplified cart approvals:
 - Cart equipment no longer needs ANSI certification. (*It should be noted that the HPMC has never required such standard.)
 - Limited food preparation is allowed in some cases—i.e., vendors can now chop fruit on carts and hot-hold and reheat foods.
 - A handwashing sink is still needed for most carts that handle food that is not already whole produce or prepackaged food, however, a 3-compartment sink is no longer needed for most food prep (unless the vendor is cooking raw meat and/or seafood).
- Looser restrictions on food preparation and cart storage:

SECONDING READING AND ADOPTION OF ORDINANCE UPDATING TO SIDEWALK VENDING REGULATIONS

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- With the right registration and permit—issued and enforced by the County Health Department—cottage food operations are allowed. Meaning, that now certain, permitted vendors can make certain food and store vending carts at home.
- Some vendors may also be allowed to store food or up to 2 carts at a permitted restaurant, market, church, or similar establishment.
- Vendors can also seek additional approved places to prepare their food in an approved commissary space or another approved location.
- Will further clarify the revocation and appeal process for a permittee or applicant subject to the City's sidewalk vending ordinance.

To be clear, SB 972 does not change a local authority's ability to regulate the time, place, and manner of sidewalk vending. Meaning that cities like Huntington Park may still regulate sidewalk accessibility, waste disposal, littering, illegal dumping, or any other rules or regulations that fall outside the purview of the California Retail Food Code (which only regulates the sale of food in California). SB 972 also does not make any changes to local jurisdictions' abilities to enforce those regulations.

LEGAL REQUIREMENT

The proposed ordinance complies with current state laws and has been reviewed by the City Attorney's Office.

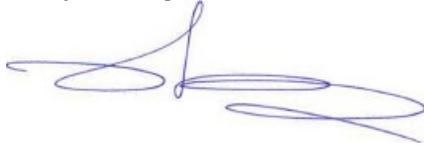
FISCAL IMPACT/FINANCING

It is difficult to determine the financial impact to the City (if at all) at this time. Future financial impacts will depend on whether there is an uptick in vending permit applications and/or the number of complaints received from related street vending activities.

CONCLUSION

Upon City Council approval, staff will proceed with the recommended actions, including implementing the ordinance, conducting outreach, and ensuring compliance.

Respectfully submitted,



RICARDO REYES
City Manager

**SECONDING READING AND ADOPTION OF ORDINANCE UPDATING TO
SIDEWALK VENDING REGULATIONS**

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SERGIO INFANZON

Acting Community Development Director

ATTACHMENT(S)

- A. Ordinance No. 2025-04 – Update to Sidewalk Vending Regulations
- B. Proposed Amendments to Article 20
- C. Proposed Amendments to Article 18

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SECTION 4. This ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted as prescribed by law.

PASSED, APPROVED and ADOPTED this 17th day of March, 2025.

Karina Macias, Mayor

ATTEST:

Eduardo Sarmiento, CMC
City Clerk

ATTACHMENT “B”

Article 20 Sidewalk Vending

§ 4-7.2001. Definitions.

For the purpose of this article, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

"Certified farmers' market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agriculture Code and any regulations adopted pursuant to that chapter.

“Compact Mobile Food Operations” or “CMFOs” means a Mobile Food Facility (as defined below) that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance.

“Cottage Food Operation” means as an enterprise that has no more than a specified amount in gross annual sales, is operated by a cottage food operator, and has no more than 1 full-time employee within the registered or permitted area of a private home where the food products are prepared and packaged as further defined by the California Retail Food Code.

“County Health Department” means the Department of Public Health for the County of Los Angeles.

"Director" means the Director of Finance or designated representative.

“Limited Food Preparation” means permitted food preparation activities “in the field” rather than at a commissary, to include such activities as: 1) slicing and chopping of non-potentially hazardous fruits and vegetables; 2) pre-cooked food in an approved kitchen and “hot-holding” or “cold-holding” that food prior to service from a vending cart; 3) re-heating food that was previously prepared in an approved kitchen. And as thereafter defined in Section 113818 of the California Health and Safety Code.

“Mobile Food Facility” means any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. “Mobile Food Facility” does not include a “transporter” used to transport packaged food from a food facility, or other approved source to the consumer.

"Motorized conveyance" shall mean a pushcart, stand, display, pedal driven cart, wagon, showcase, rack, or other conveyance with any form of non-human assisted propulsion.

"Nonmotorized conveyance" shall mean a pushcart, stand, display, pedal driven cart, wagon, showcase, rack, or other nonmotorized conveyance which solely uses human power for movement.

"Owner" means any person who owns, operates, controls, manages, or leases one or more nonmotorized conveyance for the purpose of vending food or merchandise, including the vending of food or merchandise from one's person and:

- (1) Conducts, permits or causes the vending of food or merchandise from a

nonmotorized conveyance, or from one's person; or

- (2) Contracts with persons to vend food or merchandise from a nonmotorized conveyance, including the vending of food or merchandise from one's person.

“Person” means and includes all person or persons, domestic and foreign corporations, limited liability company, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, trusts, Massachusetts business, or common law trusts, societies, and individuals transacting and carrying on any business in the city.

"Roaming sidewalk vendor" shall mean a sidewalk vendor who moves from place to place and stops only to complete a transaction.

"Sidewalk vendor" shall be defined in accordance with subsection (a) of Government Code Section 51036 and shall mean a person who vends food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance or from one's person, upon a public sidewalk or other pedestrian path. It should be note that pursuant to Senate Bill 972 (Gonzalez), and for the purposes of this ordinance, a Sidewalk vendor is now categorized by state food laws as “Compact Mobile Food Operations” (or “CMFOs”), which means they are subject to separate standards designed especially for vendors.

"Sidewalk vendor permit" shall mean the permit issued by the Director to any person operating as a sidewalk vendor for the purpose of vending food or merchandise. Such permit shall also include the inspection of the nonmotorized conveyance. Such permit shall be issued in accordance with Article 18, Chapter 1, Title 3 of this Code.

"Stationary sidewalk vendor" shall mean a sidewalk vendor who vends from a fixed location.

"Swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

"Vend" or "vending" means offering food, beverage, or product of any kind for sale from one's person or nonmotorized conveyance, whether moving or standing.

§ 4-7.2002. General prohibitions.

- (a) No Person, Owner, Sidewalk vendor or CMFOs operating from an individual shall conduct any food preparation (aside from activities defined as “Limited Food Preparation” pursuant to Section 113818 of the California Health and Safety Code) or offer for the sale any food product which is not packaged at a pre-approved facility or whole produce, as designated by the county health department.
- (b) No Person, Owner, Sidewalk vendor or CMFOs shall cause or allow more than two sidewalk vendors to assemble, gather, collect, or otherwise join for any purpose on any sidewalk or other pedestrian path within 20 feet from each other per City block.
- (c) No Person, Owner, Sidewalk vendor or CMFOs shall engage in vending within 300 feet of any school property or church.
- (d) Person, Owner, Sidewalk vendors or CMFOs shall not be located for purposes of offering products for sale in any location:

- (1) Which creates an unreasonable obstruction to the normal flow of vehicular or pedestrian access;
 - (2) Within 10 feet of any intersection, driveway, or building entrance;
 - (3) In any space designed for vehicular travel, parking, stopping, or loading; or
 - (4) Which blocks manholes, fire hydrants, utility access, and vents.
 - (5) No Person, Owner, Sidewalk vendor or CMFOs shall engage in vending within 50 feet of another restaurant.
- (e) No Person, Owner, Sidewalk vendor or CMFOs shall vend before 9:00 a.m., or later than 6:00 p.m. during periods of standard time, or later than 8:00 p.m. during periods of daylight savings time in areas zoned exclusively for residential. (i.e., low density residential ("RL"), medium density residential ("RM"), and high density residential ("RH")).
- (f) No Person, Owner, Sidewalk vendor or CMFOs shall vend as a stationary sidewalk vendor in City areas zoned exclusively for residential (i.e., low density residential ("RL"), medium density residential ("RM"), and high density residential ("RH")).
- (g) No Person, Owner, Sidewalk vendor or CMFOs shall vend as a stationary sidewalk vendor in public parks in which the City has entered into an exclusive agreement for concessions that permits the sale of food or merchandise by the concessionaire(s). Notwithstanding, vending machines installed and operated pursuant to an executed contract between the City and a contractor shall be authorized in public parks and on public property. The City Council in its discretion may enter into agreement(s) or franchise(s) for the exclusive selling or offering for sale of food or merchandise within any public park and on public property.
- (h) No Person, Owner, Sidewalk vendor or CMFOs shall engage in the act of sidewalk vending within the immediate vicinity (i.e., 1,000 feet) of a permitted certified farmers' market or permitted swap meet during the limited operating hours of that certified farmers' market or swap meet.
- (i) No Person, Owner, Sidewalk vendor or CMFOs shall engage in the act of sidewalk vending within the immediate vicinity (i.e., 1,000 feet) of an area designated for a special event permit pursuant to Chapter 13, Title 5 of this Code provided that any notice, business interruption mitigation, or other rights provided to affected business or property owner are also provided to sidewalk vendors specifically permitted to operate in the area, if applicable.
- (j) No Person, Owner, Sidewalk vendor or CMFOs shall engage in the act of sidewalk vending with a motorized conveyance.
- (k) No Person, Owner, Sidewalk vendor or CMFOs shall engage in the act of sidewalk vending while using a portable generator.
- (l) No Person, Owner, Sidewalk vendor or CMFOs shall engage in the act of sidewalk

vending with a nonmotorized conveyance with dimensions larger than forty-eight (48") inches in width, and ninety-six (96") inches in height.

- (m) No Person, Owner, Sidewalk vendor or CMFOs shall engage in the act of sidewalk vending other than on the sidewalk portion of the right-of-way where a sidewalk exists.
- (n) No Person, Owner, Sidewalk vendor or CMFOs shall vend under shaded structures, awnings, gazebos, and bandshell in City parks, except as authorized by a franchise.
- (o) No Person, Owner, Sidewalk vendor or CMFOs shall take a nonmotorized conveyance off non-concrete surfaces in City parks.

§ 4-7.2003. Sidewalk vending standards.

- (a) All food displayed, sold, or offered for sale by Sidewalk vendors or CMFOs must be in a manner approved for sale in accordance with California Health and Safety Code, Division 104 (Environmental Health), Part 7 (California Retail Food Code).
- (b) Unless otherwise exempt by applicable law, each Sidewalk vendor or CMFOs shall display in plain view, the sidewalk vendor permit, and any permit required by State and County laws (i.e., County Health Department sticker issued in accordance with California Health and Safety Code, Division 104 (Environmental Health), Part 7 (California Retail Food Code)).
- (c) Sidewalk vendors or CMFOs and other compact mobile food operations with 25 square feet or less of display area that sell only bagged snacks, cans of soda, bottled water, whole fruits and vegetables, canned goods that do not need refrigeration, and other similar foods are exempt from the requirement to obtain a health permit from the County Health Department. An exempt vendor under this paragraph is still subject to inspection by the applicable local enforcement agency during the facility hours of operation and other reasonable times on the basis of a consumer complaint or just cause.
- (d) For the purpose of determining compliance with state and local laws, Persons, Owners, Sidewalk vendors or CMFOs that are not exempt as specified in subsection (b) herein, is subject to permitting and routine inspection or inspections on the basis of a consumer complaint or just cause. The applicable local enforcement agency may recover the cost of investigation and enforcement of this subsection, subject to any limitations in this part on fines issuable to CMFOs.
- (e) The only signs used in conjunction with street vending shall be signs affixed to or painted on the nonmotorized conveyance or its canopy, or on one's person.
- (f) A trash receptacle shall be provided in or on the nonmotorized conveyance. The trash receptacle must be large enough to accommodate customer trash without resort to existing trash receptacles located on any block for use by the general public. A sidewalk vendor may not dispose of customer trash in existing trash receptacles on city sidewalks.
- (g) No noise making devices shall be used in conjunction with sidewalk vending except one bell with maximum diameter of two (2") inches.

- (h) Sidewalk vendors or CMFOs must remain in compliance with all State, County and local laws.
- (i) No nonmotorized conveyance may be left on the sidewalk, on public property, or in the public right-of-way unattended outside of the sidewalk vendor's operating hours. Nonmotorized conveyances may not be chained or fastened to any pole, sign, tree or other object in the public right-of-way or left unattended. Unattended nonmotorized conveyances will be impounded for safekeeping. A fine shall not be imposed for said impoundment. A nonmotorized conveyance shall be retrieved by contacting the Public Works Division.
- (j) Notwithstanding any specific prohibitions in this subsection, no Sidewalk vendor or CMFOs shall place a nonmotorized conveyance where placement endangers the safety of persons or property.
- (k) Equipment that is required to be integral to a compact mobile food operation shall either be permanently attached to the primary unit or securely fastened to the primary unit by means that would prevent unintentional removal. Equipment may be considered integral despite being portable or otherwise removable for cleaning, maintenance, or as part of its regular function.
- (l) CMFOs that are approved for Limited Food Preparation that prepare raw meat, raw poultry, or raw fish are subject to warewashing and handwashing facility requirements as outlined in Chapter 10 (commencing with Section 114294 of the California Health and Safety Code) unless: (i) the CMFO can demonstrate access to a permitted auxiliary conveyance containing the necessary handwashing and warewashing subs when operating at a site-specific location and (ii) meets all other requirements under Section 114368.4.
- (m) CMFOs that are approved for Limited Food Preparation that do not prepare raw meat, raw poultry, or raw fish shall maintain a handwashing sink as specified in subsections (c) through (g) of Section 114368.4 of the California Health and Safety Code.

§ 4-7.2004. Use of Approved Kitchens by Sidewalk Vendors for Compact Mobile Food Operations.

- (a) Sidewalk Vendor Use of Existing Approved Kitchen Spaces. The County Health Department may approve existing permitted food facilities, such as restaurants, any kitchen facility used as a commissary, as well as any church, school, library, community center and other facilities with commercial grade kitchens to prepare non-potentially hazardous foods to be served from Sidewalk vendors or CMFOs.
- (b) A home being used as a Cottage Food Operation or a microenterprise home kitchen operation may serve as a food preparation and storage space for a compact mobile food operation if the County Health Department deems the cottage food operation to have adequate facilities to support the compact mobile food operation. No more than two compact mobile food operations can be stored in a private home unless specifically approved by the County Health Department.

- (c) Food prepared in a private home shall not be used or offered for sale at CMFOs unless it is a permitted Cottage Food Operation or microenterprise home kitchen operation pursuant to subdivisions (a) and (b) herein.

§ 4-7.2005. Business license and sidewalk vendor permit requirements.

No Person, either for themselves or any other Person, shall engage in any sidewalk vendor activities within the city without first applying for and receiving a permit from the Director in the manner provided for in Article 18 of Chapter 1 to Title 3 of this Code.

§ 4-7.2006. Penalty.

The penalties set forth in Chapter 2 of Title 1 and Section 3-1.1818 of Article 18, Chapter 1, Title 3 of this Code shall not apply for violations of this article. Any person violating any provision of this article shall be punished as follows:

- (a) Vending without a sidewalk vendor permit as required by this article shall be punishable by the following:
 - (1) An administrative fine not exceeding \$250 for a first violation;
 - (2) An administrative fine not exceeding \$500 for a second violation within one year of the first violation;
 - (3) An administrative fine not exceeding \$1,000 for each additional violation within one year of the first violation;
- (b) Except as otherwise provided in subsection (a) herein, any violation of this article shall be punishable by the following:
 - (1) An administrative fine not exceeding \$100 for a first violation;
 - (2) An administrative fine not exceeding \$200 for a second violation within one year of the first violation;
 - (3) An administrative fine not exceeding \$500 for each additional violation within one year of the first violation.
- (c) The Director or designee may revoke a permit issued to a Sidewalk vendor or CMFOs for the term of that permit upon the fourth violation or subsequent violations. The revocation, notice, hearing and appeal procedures set forth in Article 18, Chapter 1, Title 3 shall apply to revoke a permit under this subsection.
- (d) Upon proof of a valid sidewalk vendor permit issued by the City, the administrative fines set forth in subsection (a) shall be reduced to the administrative fines set forth in subsection (b) herein.
- (e) Failure to pay an administrative fine pursuant to subsections (a) and (b) of this section shall not be punishable as an infraction or misdemeanor.
- (f) When assessing administrative fines pursuant to subsections (a) and (b) of this section, the

Director or designee shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions for requesting an ability-to-pay determination. If the person meets the criteria described in subdivision (a) or (b) of Government Code Section 68632, as determined by the Director or designee, the City shall accept, in full satisfaction, 20% of the administrative fine imposed pursuant to subsection

(a) herein. The person may request said ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a collection program.

- (g) The Director or designee may allow a person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition for violations of subsection (a) herein.

§ 4-7.2007. Revocation of Permit.

- (a) Any permit may be revoked by the Director for good cause shown including but not limited to any of the following reasons:

(1) Falsifying of any information supplied by the Sidewalk vendor or CMFO upon which issuance of the permit was based.

(2) Failure of the permittee, or any employees or subcontractors of the permittee, to comply with the regulations set forth in this article or under any applicable law.

(3) A threat of harm to public health, safety or welfare resulting from sidewalk vending activities of the permittee, including but not limited to County Health Department citations/complaints due to food borne illness stemming from sidewalk vending activities or failure to comply with applicable laws.

(4) Upon a fourth violation or a subsequent violation of any requirement of this article.

- (b) Notice of Intent to Revoke a Permit, with any and all specific grounds for revocation, shall be served in writing no less than 30 calendar days before revocation to the address listed in the application or to any subsequent address provided to the city by the permittee. The Notice of Intent to Revoke a Permit shall include a date, time, and address for a hearing before the Community Development Director where the permittee shall have an opportunity to present evidence as to why their permit should not be revoked.

- (c) No Person, Owner, Sidewalk vendor or CMFO whose permit is revoked shall be eligible to apply for a new permit until the expiration of the term of the rescinded permit.

§ 4-7.2008. Appeal Process.

- (a) Any Person, Owner, Sidewalk vendor or CMFO whose permit has been denied or revoked may appeal such decision by filing a written Notice of Appeal with the City Clerk within 10 days following the date of service of the decision and payment of the appeal fee, which fee shall be established by Resolution of the City Council. The date of filing shall be the date the City Clerk receives the notice and appeal fee. The Notice of Appeal shall fully set forth the grounds upon which the appeal is based.

(b) Upon receipt of a timely Notice of Appeal, a Hearing Officer shall hear such appeal within 30 days following the date of such Notice of Appeal and shall give the appellant not less than five days advance notice of the date of such hearing. The decision of the Hearing Officer shall be based upon the criteria set forth in this article. The appellant shall be notified of the decision of the Hearing Officer by mailed notice. The decision of the Hearing Officer shall be final. No revocation or denial of a permit pursuant to this article shall be deemed final or effective during the pendency of a timely filed appeal until the date of mailing of the Hearing Officer's decision affirming such revocation or denial.

ATTACHMENT “C”

Article 18

Peddlers and Sidewalk Vendors

§ 3-1.1801. Definitions.

For the purposes of this article, unless otherwise apparent from the context, certain words and phrases used in this article are defined as follows:

"Peddler" shall include any person, whether or not a resident of the City, who goes from house to house, place to place, or street to street for the purpose of, and who engages in the business of, selling, contracting, soliciting to sell, taking orders for, or offering to sell or take orders for goods, wares, merchandise, products, commodities, or articles of value or for services to be performed or furnished, or who makes demonstrations for such purpose.

(a) Peddling" shall also mean and include any person who passes out commercial handbills or similar papers, or who engages in any taking of surveys for commercial purposes, on City sidewalks or streets.

(b) Peddler" shall exclude "sidewalk vendor" as defined in this section.

"Person" shall include any person, firm, domestic or foreign corporation, association, syndicate, joint stock corporation, joint adventure, partnership of every kind, club, Massachusetts business or common law trust, society, and individual transacting, carrying on, or engaged in any business, as defined in subsection (a) of this section, in the City, whether acting as principal, agent, clerk, factor, employee, servant, or personal representative, either for or on behalf of him or herself or for any other person, firm, association, partnership, joint adventure, corporation, or otherwise.

"Sidewalk vendor" shall be defined in accordance with subsection (a) of Government Code Section 51036 and shall mean a person who vends food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance or from one's person, upon a public sidewalk or other pedestrian path. Subject to the provisions of Senate Bill 972 (Gonzalez) and the California Retail Food Code, Sidewalk vendors are recognized as “Compact mobile food operations” or (CMFOs) which means a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance. For purposed of this article, the term “Sidewalk vendor” shall also refer to CMFOs.

§ 3-1.1802. Permits: Required.

It is unlawful for any person to engage in the business of a peddler and/or sidewalk vendor within the City without first applying for and obtaining a permit from the Director of Finance and, in addition, paying the required license fee to the Director of Finance. The procurement of such permit in the manner provided in this article shall be a condition precedent to the issuance of a license by the Director of Finance. Sidewalk vendors shall obtain permits from the Director of Finance upon completion of an investigation by the Police Chief and Director of Community Development or designees.

§ 3-1.1803. Permits: Applications: Form: Accompanying data and identification.

Applicants for a permit to engage in the business of a peddler and/or sidewalk vendor shall file with the Director of Finance a sworn application in duplicate on a form to be furnished by the Director of Finance which shall contain or be accompanied by the following:

- (a) A full identification of the applicant and all persons to be directly or indirectly interested in the permit, if granted;
- (b) The residence and business addresses and telephone numbers of the applicant;
- (c) The exact nature of the proposed business;
- (d) If an employee or agent, a full identification of the employer or principal;
- (e) The location or places of transacting business and place of residence for the past two years;
- (f) Prior convictions of a crime, misdemeanor, or violation of any law, the nature, place, and date of such offense, and the disposition of the same;
- (g) A photograph of the applicant who will make the actual contacts incidental to the activity of sidewalk vending, peddling or soliciting, which photograph shall have been taken within 60 days immediately prior to the date of the filing of the application, shall be two (2") inches by two (2") inches in size, and shall show the head and shoulders of the applicant in a clear and distinguishing manner;
- (h) In the event the proposed activity involves the sale of any food products or substances for human consumption which can be contaminated by handling, a statement by a reputable physician in the County, dated not more than 10 days prior to the submission of the application, certifying the applicant to be free of contagious infections and communicable diseases;
- (i) A statement as to whether any City or licensing authority has ever refused to issue or to renew or has revoked a license for the conduct of the business for which the permit and license are sought, together with an accurate statement of the reasons therefor;
- (j) A receipt from the Director of Finance showing a payment in the amount of \$10 for the application form to cover the costs of the investigation of the facts to be stated in such application form. Except, sidewalk vendor applicants shall require a receipt from the Director showing a permit payment in accordance with Section 3-1.1804 herein;
- (k) Such other information as the Director of Finance may deem reasonably necessary for the protection of the public safety, morals, and general welfare of the community;
- (l) Fingerprinting, to be performed by the City for the City's standard processing fee. However, fingerprinting shall not be required in connection with an application filed for the purpose of obtaining a permit to distribute handbills and similar papers. Applicants for a permit to distribute handbills and similar papers shall provide the Police Chief with such information he or she deems necessary to conduct an investigation into, among other things, whether the applicant has had any criminal contacts with the Huntington Park Police Department or other law enforcement agencies or has any outstanding warrants or violations with the California Department of Motor Vehicles.
- (m) The name and address of all businesses for which the applicant intends to act as a peddler,

together with written consent from all such businesses that the applicant is authorized to act as a peddler for such businesses. Applicants for a sidewalk vendor permit shall not be required to first obtain the consent or approval of any nongovernmental entity or individual before he or she can sell food or merchandise;

(n) In addition to the requirements of this section, applicants for a sidewalk vendor permit shall provide the Director of Finance with the following:

(1) A valid California Department of Tax and Fee Administration seller's permit to the extent required by law.

(2) Additional state licensing from state and local agencies to the extent required by law. § 3-1.1804. Permits: Applications: Fees.

The application fees for permits to engage in the business of a peddler shall be as set forth in subsection (j) of Section 3-1.1803 of this article. The application fees for permits to engage in the business of a sidewalk vendor shall be established by resolution of the Council; until such time such fee resolution is approved the peddler permit fee shall be applied.

(§ 3.02, Ord. 1396, as amended by § 3, Ord. 2018-970, eff. December 4, 2018, and § 3, Ord. 2018-971, eff. December 18, 2018)

§ 3-1.1805. Permits: Applications: Investigation.

The Police Chief shall cause the investigation provided for in this section to be made within a reasonable time. The general standards set forth in this section relative to the qualifications of every applicant for such permit shall be considered and applied by the Police Chief before he or she shall make a determination on the application. The applicant shall be of good moral character, and in this connection, the Police Chief shall ascertain and consider the following:

- (a) Through the use of fingerprints or other methods of investigation, all penal convictions, the reasons therefor, and the demeanor of the applicant subsequent thereto. However, fingerprinting shall not be used in connection with an application filed for the purpose of obtaining a permit to distribute handbills and similar papers. The Police Chief shall conduct an investigation into any criminal contacts with the Huntington Police Department or other law enforcement agencies by the use of the data bases and information available to the Police Department and by verifying with the California Department of Motor Vehicles whether the applicant has any outstanding warrants or violations;
- (b) The license history of the applicant and whether such person, in previously operating in the County or another county in the State under a license, has had such license revoked or suspended, the reasons therefor, and the demeanor of the applicant subsequent thereto;
- (c) Whether the applicant has made a full disclosure of all the matters required to be set forth in the application;
- (d) Whether the applicant has been in default in the payment of license fee's or any governmental agency;
- (e) Such other facts relevant to the general personal history of the applicant as the Police Chief shall find necessary to a fair determination of the eligibility of the applicant; and
- (f) Whether the granting of the permit will or will not be detrimental to the safety, public morals,

or general welfare of the City.

The Director of Community Development shall cause the inspection of pushcarts, stands, displays, pedal-driven carts, wagons, showcases, racks or other nonmotorized conveyances operated by sidewalk vendors. The Director of Community Development shall make a determination in compliance with Chapter 11 of Title 4 of this Code.

§ 3-1.1806. Permits: Applications: Granting or denial.

The findings of the Police Chief and Director of Community Development, after such investigation, shall be endorsed on the application and indicated by the words "granted" or "denied." Said endorsed application shall be provided to the Director of Finance or designee for review and final determination. If the application is denied, the Director of Finance shall give notice of such action to the applicant and the reasons for the denial.

The granting of a permit to a peddler who uses a device, object, or animal, such as a pony used in posing children for photographs, in connection with door-to-door solicitations may be conditioned upon the requirement by the Director of Finance that such peddler furnish to the City a certificate showing comprehensive liability insurance in effect for such sales activities in an amount not less than \$5,000, issued by a company and in a form approved by the City Attorney, with the City and its officers and employees named as additional insured.

§ 3-1.1807. Permits: Identification cards: Issuance.

If the application is granted and filed with the Director of Finance and the license fee paid, the Director of Finance shall issue to the applicant a permit or identification card which shall contain the name, address, photograph, and description of the applicant, the kind of business licensed, the date of issuance and terms of such license, and other pertinent identifying description. If the application is granted, the Director of Finance will issue applicable sidewalk vendors a decal to affix to City approved pushcarts, stands, displays, pedal-driven carts, wagons, showcases, racks or other nonmotorized conveyances.

§ 3-1.1808. Permits: Identification cards: Term.

Permit or identification cards issued to peddlers shall be issued for a period of one year or the remaining effective period of the license held or to be held by such person or his or her employer or principal, whichever is the shorter period.

Permit, identification cards and/or decals shall be issued to sidewalk vendors for a period of one year.

§ 3-1.1809. Permits: Identification cards: Display.

Such permit or identification card shall be worn constantly by the permittee on the front of his or her coat or hat in such a way as to be conspicuous during the time the permittee is engaged in the actual activity of vending as a sidewalk vendor, peddling or soliciting. Sidewalk vendors shall also affix a City issued decal to City approved pushcarts, stands, displays, pedal-driven carts, wagons, showcases, racks or other nonmotorized conveyances.

§ 3-1.1810. Permits: Licenses: Revocation.

Every permit or license issued pursuant to the provisions of this article shall be subject to the right, which is hereby expressly reserved and consented to by the applicant, to revoke such permit or license for any of the causes set forth in this section. Any such permit or license may be summarily revoked by the Director of Finance, for any of the following causes:

- (a) Any fraud, misrepresentation, or false statement contained in the application;
- (b) Any violation of the provisions of this article or any laws of the City or any other laws relating to the permitted business;
- (c) The conviction of the permittee or licensee of any felony or of a misdemeanor involving moral turpitude;
- (d) The refusal or failure to make available to the Police Chief or Director of Finance, upon demand, any records relating to the licensed or permitted business, which records are deemed necessary for the enforcement of this article;
- (e) The conducting of the permitted or licensed business in an unlawful manner or in such manner as is inimical to the health, safety, or general welfare of the public;
- (f) Upon ascertaining that the applicant is not an individual of good moral character; and
- (g) Any other good and sufficient reason for such revocation.

Sidewalk vendor permittees are exempted from Section 3-1.1810 herein. Revocation of a sidewalk vendor permit shall be in accordance with Section 4-7.2007 of Article 20 of Chapter 7 to Title 4 of this Code. .

§ 3-1.1811. Continuance of prior permits and licenses.

All permits or licenses granted prior to June 18, 1958, shall remain in effect until they are revoked or expired by operation of the time for which they were originally issued. Sidewalk vendor permittees are exempted from Section 3-1.1811 herein.

§ 3-1.1812. Appeals: Reviews: Hearings.

- (a) Appeals: Filing Fees. Any applicant aggrieved by the action of the Director of Finance in refusing to issue any permit or in summarily revoking any permit or license already issued shall have the right of appeal to the Appeal Board as defined in Section 3-1.134 (Appeal Board) of Article 1 (General Provisions) of this chapter. Such appeal shall be taken by filing with the City Clerk, within 10 days after the notice of such action, a verified written statement in triplicate, setting forth fully the grounds of appeal. The appeal filing fee shall be established by resolution of the Council. If no such appeal is filed, the action of the Director of Finance shall be final.
- (b) Hearings: Notices. The Appeal Board shall set a time and place for the hearing, and a notice of such hearing on an appeal or review shall be given at least five days prior to the date of the hearing. The applicant or licensee and his or her attorney may present and submit evidence at such hearing. The decision and order of the Appeal Board at or after such hearing shall be final and conclusive.
- (c) Appeals of the revocation of Sidewalk vendor permits shall be in accordance with Section 4-7.2008 of Article 20 of Chapter 7 to Title 4 of this Code.

§ 3-1.1813. Notices.

All notices issued or given in compliance with the provisions of this article shall be in writing and mailed, postage prepaid, to the person affected or entitled thereto to the address specified for such purpose in the application for a general permit. The deposit of such notice in the United States mail shall constitute legal service thereof on the date of such deposit.

(§ 5.01, Ord. 1396)

§ 3-1.1814. Compliance with signs on premises.

It is unlawful for any peddler or any person pretending to be a peddler, for the purpose of peddling or soliciting or pretending to peddle or solicit, to ring the bell or knock at, on, or in any building, or entrance thereto, whereon there is painted, affixed, or otherwise displayed to the public view any visible sign containing any or all of the words "No Peddlers Permitted," "No Solicitors Permitted," "No Agents Permitted," or words which otherwise purport to prohibit or indicate the objection of the occupant to peddling or soliciting on the premises, and it is unlawful for any such peddler to attempt to gain admittance to such premises. Said prohibition shall apply to sidewalk vendors.

§ 3-1.1815. Compliance with provisions.

It is unlawful for any person to engage in the business of a peddler and/or sidewalk vendor within the City without first obtaining a permit so to do as provided in this article and without first obtaining a license, if any is required, and thereafter exhibiting such permit or identification card, or without complying with the requirements and provisions of this article.

§ 3-1.1816. Application of provisions: Exemptions.

The provisions of this article shall not apply to the following person and activities:

- (a) Any person distributing milk, food products, or other commodities from house to house where a license has been issued for an established route;
- (b) The delivery of goods, wares, merchandise, products, provisions, or anything of value, the rendering of services, or the taking of orders of the solicitation therefor by a person engaged in such business at a fixed place of business in the City; provided, however, this exemption shall not relieve any person from complying with the provisions of this article if they are a sidewalk vendor, as defined in Section 4-11.01 of this Code or merely by reason of associating temporarily with any local dealer, trader, or merchant or by conducting such transient business in connection with, as a part of, or in the name of any local dealer, trader, or merchant;
- (c) Any person entering in or upon any property for the purpose of obtaining satisfaction of a lawful obligation theretofore incurred by the occupant thereof;
- (d) Commercial agents or salesmen for wholesale houses or firms selling good, wares, or merchandise or any commodity or service to, or soliciting orders therefor from, retail or wholesale dealers, from manufacturers, or to contractors, this exemption shall not relieve any person from complying with the provisions of this article if they are a sidewalk vendor, as defined in Section 4-11.01 of this Code;
- (e) Peddling newspapers or religious publications or soliciting subscriptions therefor;
- (f) Any person, if a natural person, soliciting for personal services to be performed by the person so soliciting;
- (g) Any person selling tickets of admission to entertainments, lectures, or events to be held for religious, charitable, or educational purposes;
- (h) Blind person whose blindness has been certified by the Bureau of Vocational Rehabilitation for the Department of Education of the State and who have filed a certificate as to such blindness with the Director of Finance; and
- (i) Any other person who files with the Director of Finance an affidavit which clearly establishes his or her exemption from the provisions of this article.

§ 3-1.1817. Violations of provisions.

Any person violating any of the provisions of this article, in addition to the revocation of his or her permit or license, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punishable as set forth in Chapter 2 of Title 1 of this Code. Violations of provisions of this article by a sidewalk vendor or CMFOs, as defined in Section 4-11.01 of this Code, shall not be punishable as an infraction or misdemeanor, and the sidewalk vendor alleged to violate provisions of this article shall not be subject to arrest except when permitted under law.

ITEM 4



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

March 17, 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 TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$45,577.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2022 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK, INCLUDING APPROVAL TO USE THESE FUNDS FOR THE PURCHASE OF A MOBILE VIDEO SURVEILLANCE TOWER

IT IS RECOMMENDED THE CITY COUNCIL:

1. Accept the reimbursable grant funding in the amount of \$45,577.00; and
2. Approve a budget appropriation in the amount of \$48,523 for the purchase of the Mobile Video Trailer for the police department; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, grant agreement, and documentation; and
4. Authorize the Finance Director to assign expenditure and reimbursement accounts for these grant funds, and
5. Authorize the Chief of Police to purchase the equipment.

BACKGROUND

Each year the U.S. Department of Homeland Security, through the Office of Grants and Training, provides financial assistance for the State Homeland Security Program (SHSP) directly to the California Governor's Office of Emergency Services (CalOES). CalOES then provides funds to the County of Los Angeles as its subgrantee. The County of Los Angeles then distributes the awarded funds to local municipalities within the County. The Police Department applied for grant funds available through this program and was awarded \$45,577.00.

CONSIDERATION TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$45,577.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2022 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK, INCLUDING APPROVAL TO USE THESE FUNDS FOR THE PURCHASE OF A MOBILE VIDEO SURVEILLANCE TOWER

March 17, 2025
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The financial assistance provided by these grant funds is specifically designated to address unique equipment, training, and planning needs to assist the City (Police Department) in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism or other hostile criminal acts. These grant funds are required to be used to supplement existing funds and supplanting is prohibited.

The Police Department specifically applied for these grant funds under Investment Justification: "Enhance the Protection of Soft Targets / Crowded Places/ in order to continue improving equipment associated with security of the police facility. The project will include the purchase of a fully outfitted Mobile Video Trailer with enterprise grade Video and Video Analytic solutions. The Mobile Video Trailer will include installed Avigilon video hardware, including storage server and cameras, appropriate mounting hardware and software licensing. The Mobile Video Trailer will include delivery, set-up, training and a five-year service and maintenance agreement.

The performance period for this grant award will expire May 31, 2025.

RECOMMENDATION:

Staff recommend that the City Council approve the acquisition of the Mobile Video Trailer from Motorola Solutions. The City already holds contracts with Motorola Solutions, Inc. for essential communication tools—including ICI systems, handheld, mobile, and vehicle radios, push-to-talk capabilities on cell phones, as well as License Plate Reader (LPR) systems and cameras integrated with our CAD system. In addition, Council has recently awarded a contract for the implementation of a comprehensive city-wide video surveillance and security access door system. Motorola Solutions is uniquely positioned as the only vendor capable of full integration into the City's ecosystem, enabling real-time monitoring through the Motorola Avigilon Security Surveillance System.

As a leader in law enforcement technology, Motorola Solutions has a proven track record for quality, durability, and reliability. Its proprietary software removes the need for secondary vendors, and the company exclusively handles the installation, maintenance, and service of its security surveillance systems.

PROCUREMENT PROCESS

CONSIDERATION TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$45,577.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2022 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK, INCLUDING APPROVAL TO USE THESE FUNDS FOR THE PURCHASE OF A MOBILE VIDEO SURVEILLANCE TOWER

March 17, 2025
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Staff recognize the City's usual procurement process requires three bids for a purchase of this nature. Based on the reasons explained above, staff is requesting this purchase be approved as a sole source vendor in accordance with Huntington Park Municipal Code 2-5.14 / Sole Source Vendors provides the following purchasing guidance; *"Formal bidding requirements shall be waived in areas where only a single vendor can reasonably provide the service, product or project being purchased. The Purchasing Agent will establish requirements and procedures for sole source purchases."*

Additional costs outlined below are associated with the installation of associated technology and emergency response equipment for the police units.

FISCAL IMPACT/FINANCING

This project is funded through SHSP grant funds, with a total cost of \$94,100. This amount covers equipment, delivery and setup, as well as a five-year maintenance and service agreement. The County of Los Angeles reimburses expenditures as they are incurred by the City, provided that the appropriate documentation is submitted and approved in accordance with the Agreement's guidelines.

Of the total cost of \$94,100, the grant will reimburse \$45,577, and staff are requesting a budget appropriation of \$48,523 to an account designated by the Finance Department to complete the purchase.

LEGAL AND PROGRAM REQUIREMENTS

Reference the Agreement included in this report for legal and program requirements associated with accepting these grant funds.

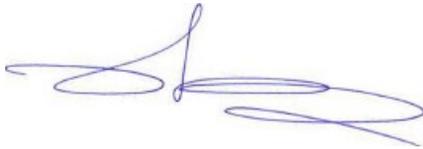
CONCLUSION

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

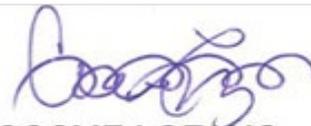
Respectfully submitted,

CONSIDERATION TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$45,577.00 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2022 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK, INCLUDING APPROVAL TO USE THESE FUNDS FOR THE PURCHASE OF A MOBILE VIDEO SURVEILLANCE TOWER

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RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. Motorola Solutions Mobile Video Trailer with Avigilon Video Analytics Quote
- B. SHSP Subrecipient Agreement – Grant Year 2022



MOTOROLA SOLUTIONS

ATTACHMENT "A"

Proposal

City of Huntington Park

Mobile Video Trailer

Mobile Video Trailer w/Avigilon Video Analytics

January 15, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W. Monroe St Ste 4400
Chicago, IL 60661

January 15, 2025

Jeff Jones
Director of Finance
6550 Miles Ave
Huntington Park, CA 90255

RE: City of Huntington Park - Mobile Trailer Proposal

Dear Jeff Jones

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the City of Huntington Park quality fixed video mobile trailer solution. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola Solution's proposal is conditional upon the City of Huntington Parks acceptance of the terms and conditions Motorola Solutions Customer Agreement, including the addenda, contained in this proposal (the "MCA"), or a negotiated version thereof. Pricing will remain valid for 30 days from the date of this proposal. The City of Huntington Park may accept this offer by returning a signed copy of the MCA to Motorola Solutions.

Any questions Jeff Jones has regarding this proposal can be directed to Anthony Krolik - Senior Account Manager at 916.289.4361, (Anthony.Krolik@Motorolasolutions.com).

Our goal is to provide the City of Huntington Park with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,
Motorola Solutions, Inc.



Andy Byrne
MSSSI Vice President Government
Video & Access Control

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Section 1

Product Description

Motorola Solutions Inc (“MSI”) to provide the City of Huntington Park with a complete mobile trailer video trailer solutions.

Section 2

Statement of Work

Motorola Solutions, Inc. ("MSI") is pleased to present the following proposal for the City of Huntington Park to add a fully outfitted Mobile Video Trailer with enterprise grade Video and Video Analytic solutions. This solution is in partnership with our Security Solutions provider SOV Security.

This proposal and video solutions are designed to work with your existing VMS or the provided MSI/Avigilon Enterprise VMS system. *Some analytics will only work with the Avigilon VMS.

Motorola will provide the Mobile Video Trailer w/ 21' Mast, 990W Solar Array w/500Ah Battery system and full assembly. (Radar and Speed Sign not included)

The Mobile Video Trailer will include installed Avigilon video hardware, including storage server and cameras, appropriate mounting hardware and software licensing.

The Mobile Video Trailer will include delivery, setup and training.

All hardware is listed below in the equipment section.

2.1 Motorola Solutions Responsibilities

MSI will source, secure, deliver, deploy and train City of Huntington Park on the above mentioned hardware, software and other products provided in this proposal.

2.2 Customer Responsibilities

City of Huntington Park will provide adequate time and location for Mobile Video trailer delivery, deployment and training.

2.3 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal which are noted herein. These assumptions will need to be validated by customer, or we will seek mutually agreeable alternatives. Alternate solutions may impact the work effort and/or schedule constituting a change order.

The City of Huntington Park acknowledges and agrees that the solution provided does not comprise an "alarm system" and Motorola Solutions is not an "alarm company operator" as defined in California's Business and Professions Code, Division 3, Chapter 11.6.

2.4 Exclusions

- -Relocation of mobile trailer
- -5G NIC Card (for use with cradlepoint)

Section 3

Equipment List

Part Number	Qty	Description
E-CAM TRAILER	1	Complete Mobile trailer with cameras, recorder, solar, batteries,
AVIGILON MULTISENSOR CAMERA	1	Avigilon:8MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM
PTZ CAMERA	1	Avigilon, CAM, H5A IR PTZ, Pendant 8MP 36X 150m
PENDANT MOUNT ADAPTOR	1	Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor
DOME COVER	1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor
MULTI SENSOR IR RING	1	IR illuminator ring, up to 30m (100ft)
NPT ADAPTOR	1	1.5 inch NPT Adapter for Large Pendant Mount Camera
POE INJECTOR	1	PoE injector 802.3bt 90W Single Port
NVR	1	ENVR2 PLUS 8 TB with Avigilon Control Center
CAMERA LICENSE	2	Avigilon Unity 8 Enterprise License
MOBILE ROUTER	1	Cradlepoint R980 + Antenna (5G First Net Ready air card provided by Huntington Park)
MAINTENANCE	1	5-year maintenance and service
DEPLOYMENT	1	Delivery and Set up by SOV Security

Section 4

Warranty and Maintenance

Motorola Solutions will provide warranty services per our standard warranty terms and conditions as outlined within the Motorola Solutions Customer Agreement or other Agreement referenced within this proposal.

Section 5

Pricing Summary

5.1 Pricing

Description	Pricing
Mobile Video Trailer (Included: Delivery, Set up, and 5 year maintenance)	\$94,100.00
Grand Total (taxes not included)	\$94,100.00

5.2 Payment Terms

Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Motorola reserves the right to make partial shipments of equipment and invoice for partial shipment. Overdue invoices will bear simple interest at the maximum allowable rate.

Motorola Solutions will use the following major milestones of the project for financial billing:

- 100% of the Contract Price due upon Contract Execution (due upon effective date)

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Section 6

Contractual Documentation

Contractual Documentation is included on the pages that follow.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

Section 1. Agreement.

- 1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products and Services (as each are defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more Motorola prepared or agreed upon addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the Exhibits, Addenda, and Motorola-provided Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Attachments.** The Exhibits listed below will be attached hereto and incorporated into and made a part of this Agreement:
- Exhibit A “Payment” (Communications System purchase only)
 - Exhibit B Motorola Proposal dated _____
 - Exhibit C “System Acceptance Certificate” (Communications System only)
- 1.3. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through C will be resolved in their listed order, and 2) Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described in such Addendum.

Section 2. Definitions.

“**Authorized Users**” means Customer’s employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the effective date that alters the work, the contract sum, the contract time, or other change mutually decided between the Parties.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” means the price for the Communications System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A “Payment” or the pricing pages of the Proposal, recurring fees for maintenance, SUA, or Subscription Software are included in the Contract Price.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information

will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services.

“Customer Contact Data” has the meaning given to it in the DPA.

“Customer Data” has the meaning given to it in the DPA.

“Customer-Provided Equipment” means components, including equipment and software, not provided by Motorola which may be required for use of the Products and Services.

“Data Processing Addendum” or **“DPA”** means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/motorola_solutions_united_states_data_processing_addendum_online_version.pdf and is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“Documentation” means the documentation for the Equipment, software Products, or data, that is delivered with the Products and Services that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services;

“Fees” means charges applicable to the Products and Services.

“Integration Services” means the design, deployment, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

“Motorola Data” means data owned or licensed by Motorola and made available to Customer in connection with the Products and Services;

“Motorola Materials” means proprietary software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another

party). Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials

“Non-Motorola Materials” means collectively, Customer or third-party software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (“SOW”), schedules, technical specifications, quotes, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software, and Subscription Software being purchased by the Customer will collectively be referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

“Professional Services” are Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations.

“Process” or **“Processing”** have the meaning given to them in the DPA

“Services” means services related to purchased Products as described in the Proposal.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“Service Use Data” has the meaning given to it in the DPA.

“Site” or **“Sites”** means the location where the Integration Services or Maintenance and Support Services will take place.

“Software System” means a solution that includes at least one software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“SUA” or **“SUA II”** means Motorola’s Software Upgrade Agreement program.

“Subscription Software” means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

“Third-Party Data” has the meaning given to it in the DPA.

“Term” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

Section 3. Products and Services.

3.1. Products. Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties or (b) Maintenance and Support Services, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered “Services”, as defined above.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Assessment of Systems & Operations. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer’s or a third party’s information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer’s voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

3.2.5.2. Network Security. If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer’s system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

3.2.5.3. Application Development. If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 2.5 - Documentation.

3.2.6. Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola’s standard Transport Connectivity Addendum, a copy of which is available here: https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html.

- 3.3. Non-Preclusion.** If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.4. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.5. Documentation.** Products and Services may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.
- 3.6. Motorola Tools and Equipment.** As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.
- 3.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services.
- 3.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.9.** To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

Section 4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.

4.1.1. Subscription Terms. The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "**Initial Subscription Period**") and will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products or Services under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription Software. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Equipment or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

Section 5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1.** Customer affirms they have signatory authority to execute this contract. The Contract Price of \$94,100.00, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees.** Fees and charges applicable to the Products and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products and Services contemplated herein via Motorola Solutions Credit Corporation (“MSCC”), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5.5. Payment. Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____ Address
: _____ Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____ Address
: _____ Phone: _____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software and/or Subscription Software will not pass to Customer at any time.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Services (i.e. cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

Section 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials.** If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products and Services.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement.**
- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms applicable to Motorola products are located at the following site:
https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html

- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other software Product provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) offered solely in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.
- 6.11. Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

Section 7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. Communications System Warranty.** Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the “Warranty Period”).
- 7.3.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy (“SwSP”). Copies of the SwSP can be found at https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html, a copy of which is available to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's Lifecycle Management Services (“LMS”) after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.
- 7.4. On-Premises Software System Warranty.** Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-

premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.

7.4.1. On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) The warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Motorola Licensed Software Warranty. Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

7.7.1. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

7.7.2. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

7.8. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL

STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

7.9. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.10. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.11. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

Section 8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all

negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

- 8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

Section 9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW

OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE OR RECURRING SERVICE DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES ; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3 Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

Section 10. Confidentiality.

10.1. Confidential Information. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("Recipient") within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

- 10.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.
- 10.3. Exceptions.** Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.
- 10.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser, and will not be copied or reproduced without written permission. Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy for use only in case of a dispute concerning this Agreement, and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures. Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use it in the manner, and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights

granted under this Agreement including the right to Process and use the Customer Data as set forth in the DPA.

- 11.3. Data Retention and Deletion.** Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 15.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.
- 11.4. Service Use Data.** Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.
- 11.5. Third-Party Data and Motorola Data.** Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.
- 11.5.1.** Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.
- 11.5.2.** Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.
- 11.6. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.7. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback,

Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

Section 12. Acceptance

12.1. Communications System Acceptance.

12.1.1. Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

12.1.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

12.1.3. Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

12.2 Software System Completion. Any Software System described in the Proposal (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the Proposal) (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product

Completion Date”), which may occur before the System Completion Date. As used in this Section, “Beneficial Use” means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the Proposal. This Section applies to Products purchased as part of a Software System notwithstanding any conflicting delivery provisions within this Agreement, and will control over such other delivery provisions to the extent of a conflict.

Section 13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer’s payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola’s performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola’s affiliates, vendors, and subcontractors).

Section 14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

Section 15.General.

- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Exhibits, Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Software License Addendum

This Software License Addendum (this “**SLA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“**MCA**”) to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This SLA governs Customer’s use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties’ Agreement.

Section 2. Licensed Software License and Restrictions.

2.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Licensed Software identified in a Proposal, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Proposal, the foregoing license grant will be limited to the number of licenses set forth in the applicable Proposal and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Proposal, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

2.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.

2.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

2.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b)

copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed Software is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.

- 2.5. Resale of Equipment.** Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

Section 3. Subscription Software License and Restrictions.

- 3.1. Subscription Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.
- 3.2. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.
- 3.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any

changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

Section 4. Software Systems - Applicable Terms and Conditions

4.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

4.1.1. CAD and Records Products. The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under the Agreement.

4.1.1.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under this SLA to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products.

4.1.1.2. CJIS Security Policy. Motorola agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Proposal for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e, as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

4.2.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an “on-premises Software System as a service” solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System.**

4.2.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model.** Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

- 4.2.3. Software Decommissioning.** Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.
- 4.3. Cloud Hosted Software System.** If Customer purchases a "cloud hosted Software System," where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.
- 4.4. Additional Cloud Terms.** The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.
- 4.4.1. Data Storage.** Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.
- 4.4.2. Data Retrieval.** Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.
- 4.4.3. Maintenance.** Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

Section 5. Term.

- 5.1. Term.** The term of this SLA (the "**SLA Term**") will commence upon the Effective Date of the MCA.
- 5.2. Termination - Licensed Software License.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License and Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.
- 5.3. Termination - Subscription Software License.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer's use of the Subscription

Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers).

5.4. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer's breach of the SLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

5.5. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

Section 6. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

Section 7. Survival. The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 -- Subscription Software License and Restrictions; Section 4 -- Software Systems -- Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

Mobile Video and Vigilant Addendum

This Mobile Video and Vigilant Addendum (this “**MVVA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“**MCA**”) to which it is attached. Capitalized terms used in this MVVA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This MVVA governs Customer’s purchase of (a) any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”), and (b) Motorola’s Vigilant automated license plate recognition software and hardware Products (“**LPR Products**”). This MVVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVVA.

Section 2. Definitions.

“**Mobile Video System**” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site.

Camera License Key (“CLK”) means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software

Commercial Booking Images refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

Commercial Data means both Commercial Booking Images and Commercial LPR Data.

Commercial LPR Data refers to LPR data collected by private sources and available on Vigilant VehicleManager with a paid subscription.

License Plate Recognition (“LPR”) refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

Section 3. Evidence Management Systems; Applicable Terms and Conditions.

3.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Proposal specifies that any software is being purchased as Subscription Software, any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment purchased in connection with the On-Premises Evidence Management System is subject to the SLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

3.2. Cloud Hosted Evidence Management. If Customer purchases a Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service (“**Cloud Hosted Evidence Management System**”), then such software is subject to the SLA. Any Equipment purchased in connection with the Cloud Hosted Evidence Management System is subject to the MCA. System Warranty does not apply to Cloud Hosted Evidence Management Systems. System completion is determined in accordance with the provisions of **Section 12 –System Completion** below.

3.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Addendum.

Section 4. Payment. Customer will pay invoices for the Products and Services covered by this MVVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule is set forth in the Proposal.

Section 5. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 3.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier.

Section 6. Additional Software and Video Terms and Conditions.

6.1. Unlimited Storage. Storage shall be specifically described in Proposal. “Unlimited Storage” related to Customer’s purchase of a Cloud Hosted Evidence Management system means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer’s data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

6.2. Applicable End User Terms. Described in Section 5.6 of the SLA.

6.3. License Plate Recognition Data Ownership and Retention. Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal law enforcement agencies (“LEAs”). LPR data and where applicable, booking images, collected by the License plate recognition (“LPR”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. LPR data and/or booking images that has reached the end of the retention period set by the Customer in ClientPortal or VehicleManager will be deleted in accordance thereof. Customer retains all rights to LPR data and booking images collected by Customer.

6.3.1 Data Sharing. Customer, at its option, may share its LPR data with other similarly situated LEAs which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager.

6.3.2. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided

by Customer (“**User Eligibility Requirements**”) may access Vigilant VehicleManager. Motorola in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person’s failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all individuals’ access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if it becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

6.3.3 LEA Customers. If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager.

6.3.4. Non-LEA Customers. If Customer is a non-LEA Customer, other similarly situated ClientPortal customers that collect their own LPR data may opt to share such data with Customer using ClientPortal. Such LPR data generated by other ClientPortal customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective ClientPortal customer, and shall be used by Customer only in connection with its use of ClientPortal. Third-party LPR data that has reached its expiration date will be deleted from ClientPortal in accordance with the retention terms of the sharing entity.

6.4. Commercial Data Access. If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola’s standard Data License Addendum, a copy of which is available upon request.

6.5. API Support. Described in the MCA.

6.6. Support of Downloaded Clients. Described in the MCA.

6.7. CJIS Security Policy. Described in the MCA.

Section 7. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered Equipment, as defined in the MCA and constitutes a purchase of Equipment subject to the terms and conditions contained therein. In addition, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

7.1. Technology Refresh. Body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) may be eligible for a technology refresh as described in the Proposal. If included in the Proposal, and in the event the Body Camera is eligible for replacement applicable under this **Section 7.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Proposal) will not be eligible for a technology refresh hereunder.

7.2. No-Fault Warranty. If specified in the Proposal, and subject to the disclaimers set forth in the Agreement, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed

under the MCA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The “**No-fault Warranty**” means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

7.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Proposal (the “**Initial Commitment Term**”). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 11.2 – Termination** hereunder.

Section 8. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers’ initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a “**Subsequent Commitment Term**”) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a “**Commitment Term**”.

Section 9. Included Subscription Software.

9.1 VideoManager EL. Subject to **Section 11.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System during the VaaS Term (as defined below), use of the Cloud Hosted Evidence Management System is subject to the MCA and SLA. Customer’s subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, Customer’s continued use of expired Equipment with the Cloud Hosted Evidence Management System is subject to Customer’s purchase of additional access at Motorola’s prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

9.2 CommandCentral. If specified and included in the Proposal, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral (CC), which provides access to CC Community, CC Capture, CC Vault and CC Records. Additional CC licenses may be purchased for an additional fee.

9.3 VideoManager EX: Subject to **Section 11.1 – VaaS Term**, if specified in the Proposal, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the MCA and SLA. Following expiration of the applicable Commitment Term, Customer must purchase additional access to VideoManager EX, at Motorola’s prevailing rates, to continue using expired Equipment with the VideoManager EX, or Motorola may disconnect connectivity of any expired Equipment.

9.4. Vigilant VehicleManager or Vigilant ClientPortal. The VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the Proposal, during the VaaS Term (as defined below). Following expiration of the applicable Commitment Term, if Customer

desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.

9.4.1. Access. Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies ("LEAs") and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.

9.5. CarDetector. Customer Customer may purchase Vigilant CarDetector which is Subscription Software. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola's company support website and completing the online request form to Vigilant technical support staff.

Section 10. VaaS Program Payment.

10.1 Mobile Video System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in a Proposal. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be prorated based on the applicable number of days remaining in the such initial Subscription Quarter.

10.2 LPR System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a "Subscription Year"), as set forth in a Proposal. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to Customer's initial purchase, the Fees for the additional LPR Product will be added to the yearly subscription Fee and will be payable on the same Fee payment schedule as the initial LPR Products purchased by the Customer; provided, however, that for the first Subscription Year during which such additional LPR Product(s) is purchased, the subscription Fee for the applicable additional LPR Product(s) will be prorated based on the applicable number of days remaining in such initial Subscription Year.

Section 11. VaaS Program Term and Termination.

11.1 VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term or the Initial Commitment Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer

Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

11.2 Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA and SLA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of delivery). This is calculated by multiplying the list price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order.

11.3 Post Termination Subscription Software Access. Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA and SLA.

Section 12. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Proposal. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance with the terms of the MCA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding any delivery provisions of the Agreement, and this Section will control over such other delivery provisions to the extent of a conflict.

Section 13. Additional Cloud Terms. The terms set forth in Section 4.4 Additional Cloud Terms of the SLA apply in the event Customer purchases any cloud hosted software Products, including a Cloud Hosted Evidence Management System.

Section 14. Survival. The following provisions will survive the expiration or termination of this MVVA for any reason: Section 1 – Addendum; 3 – Evidence Management Systems; Applicable Terms and Conditions; Section 4 – Payment; Section 6.2 – Applicable End User Terms; Section 9.1 – VideoManager EL Section 11 – VaaS Program Term and Termination; Section 14 – Survival.

Section 16.

Section 17. MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Maintenance, Support and Lifecycle Management Addendum (this “**MSLMA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“MCA”) to which it is attached. Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This MSLMA governs Customer’s purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Proposal related Services) from Motorola and will form part of the Parties’ Agreement. This MSMLA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

Section 2. Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) (“Maintenance and Support Services”) and/or upgrade services (“Lifecycle Management”) as further described in the applicable Proposal.

Section 3. Terms and conditions

3.1 Maintenance and Support services

3.1.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 Start Date. The “Start Date” for Maintenance and Support Services will be indicated in the applicable Proposal.

3.1.3 Auto Renewal. Unless the applicable Proposal specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola’s then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Proposal.

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Proposal.

3.1.10 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 Excluded Services.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this MSLMA or the applicable Proposal, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Proposal. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSLMA or applicable Proposal, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this MSLMA or applicable Proposal, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 Customer Contact. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.1.14 Warranty. Motorola warrants that its Maintenance and Support Services under this section will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2 Lifecycle Management Services

3.2.1 The License terms included in the MCA and its SLA Addendum apply to any Motorola Licensed Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this MSLMA is _____ years, commencing on _____, 202_. The Lifecycle Management Price for the ___ years of services is \$_____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Proposal, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Motorola may substitute any of the promised Equipment or Licensed Software so long as the substitute is equivalent or superior to the initially promised Equipment or Licensed Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Licensed Software are delivered, in accordance with the MCA, and the Lifecycle Management services are fully performed.

3.2.5 The Warranty Period for any Equipment or Licensed Software provided under a Lifecycle Management transaction will commence upon shipment and is for a period of ninety (90) days. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Proposal.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Proposal, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has

become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

- c) Unless specifically included in this MSLMA or the applicable Proposal, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the ___ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the ___ year commitment. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 4. Payment

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the Agreement's first year and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 7

Product Literature

The following literature is included on the pages that follow.

- Mobile Trailer Specs
- H5A IR PTZ Camera
- Unity H5A Multisensor Camera
- ENVR2 PLUS Appliance

Avigilon Custom Solar MSU (11/8/2024)

1. ECAM MSU Solar Pro (V3)

- Client to provide image for the custom vinyl wrap that ECAM will install
- Blue Strobe Lights that can be remotely configured
- Red Strobe light that typically is used for an alarm intrusion
- Client to provide all Avigilon equipment
 - i. ECAM will provide the power supplies for all the Avigilon equipment
- White LED (2) lights for additional illumination around the unit
- 4 Day runtime with a full battery charge
- 1 Year Warranty on parts and labor of the MSU

2. Power Source

- 990 watts solar panel modules (rotatable)
- 500 Amp hour Lithium Battery Bank 33VDC
- 120VAC Power Charging Port
- MPPT Solar Controller

3. Trailer and Mast

- 83"W x 90"L x 120"H (Stowed), 83"W x 90"L x 252"H (Deployed)
- 1,500lbs
- 21-foot all-steel mast
- 2" Hitch
- Powder coated exterior
- 4-pin trailer wire plug
- Tow Light Package
- Temperature controlled secured enclosure
- Rotatable Solar Panels
- 5-point outrigger stance
- Removable Tongue
- Lockable cabinet

4. Mobile Router (Cradlepoint R980)

- 5G (FirstNet Ready) Client to provide Air Card
- Outdoor rated Antenna

5. PoE Switch (ECD62-087-30-DC)

- 8 Port PoE Managed Switch



- **Shipping And Training for 1 unit**

- Unit to be shipped to 1 location
- Client to provide forklift to unload mobile units (if applicable)
- Remote use of the MSU
 - i. View live video
 - ii. View playback video
 - iii. Manage strobe lights
- Set up and break down of the MSU
 - i. Set up for towing

H5A IR PTZ Camera

2 MP

4 MP

8 MP

The Avigilon H5A IR Pan, Tilt and Zoom (PTZ) camera empowers security teams to see more in the dark with an automated IR illumination range of up to 300 meters¹ and the ability to look-up 20 degrees above the horizon. Available in 2, 4 and 8 MP, the H5A IR PTZ delivers 360-degree views, up to 40x zoom² and high-resolution imaging for superior situational awareness of vast sites in the most challenging lighting conditions. Whether it's a completely dark airfield or a poorly lit parking lot, the H5A IR PTZ is ready to take on the outdoors with its ability to resist water, corrosion, dust and impact.



Features



Automated IR Illumination

Sees up to 300 m¹ in complete darkness and ensures consistent scene illumination with the IR projection angle automatically adjusting to its zoom level and field of view.



Next-Generation Video Analytics With Auto-Tracking

Detects more objects with expanded object classifications and automatically tracks objects in zone for faster, decisive responses.



Operational Reliability For Traffic Monitoring

Meets NEMA TS2 environmental requirements for deployment in traffic monitoring applications.



FIPS 140-2 Compliant

Brings increased data security with FIPS-compliant encryption enabled on cameras³ and an onboard TPM⁴ to secure cryptographic keys.



Above The Horizon Look-Up

Provides more coverage than a typical PTZ camera with 360-degree views and the ability to look-up 20 degrees above the horizon.



Water, Corrosion, Dust & Impact Protection

Protects against water, dust, corrosion and impact with Type 4X, IP66/67/68 and IK10 ratings.



H.264 & H.265 HDSM SmartCodec™ Technology

Optimizes compression levels for regions in a scene to help maximize bandwidth savings and keep internet connectivity costs down.



ONVIF® Compliant

ONVIF Profile S and T compliance enables easy integration with existing ONVIF infrastructures. Profile G compliance supports search, playback and retrieval of recordings on the edge.

¹ 300 m IR illumination range on the 2 MP, 150 m on the 4 and 8 MP.

² 40x zoom on the 2 MP, 36x zoom on the 4 and 8 MP.

³ Optional purchase of FIPS Level 1 camera license (CAM-FIPS).

⁴ FIPS 140-2 Level 3-compliant trusted platform module (TPM).

ONVIF is a trademark of Onvif, Inc.

Specifications

Image Performance	2.0 MP	4.0 MP	8.0 MP
Image Sensor	1/2.8" progressive scan CMOS		1/2.5" Type "Exmor R" CMOS Sensor
Active Pixels (H x V)	1937 (H) x 1097 (V)	2688 (H) x 1512 (V)	3840 (H) x 2160 (V)
Imaging Area (H x V)	4.8 mm (H) x 2.7 mm (V); 0.189" (H) x 0.106" (V)		6.25 mm (H) x 3.5 mm (V); 0.246" (H) x 0.137" (V)
Minimum Illumination	0 lux in IR mode; 0.03 lux (F/1.6) in color mode; 0.02 lux (F/1.6) in monochrome		0 lux in IR mode; 0.3 lux (F/2.0) in color mode; 0.09 lux (F/2.0) in monochrome
IR Range	300 m	150 m	
Dynamic Range	120 dB	100 dB	
Image Rate	Up to 60 fps	Up to 30 fps	
Aspect Ratio (Resolution Scaling)	Down to (16:9) 384 x 216 or (5:4) 320 x 256		
3D Noise Reduction Filter	Yes		

Lens	2.0 MP	4.0 MP	8.0 MP
Lens	4.25 to 170 mm, F/1.6 - F/4.95, autofocus	4.4 mm to 88 mm, F/2.0 - F/3.8, autofocus	
Angle of View Horizontal	66.35° - 1.9°	69.7° - 2.2°	
Zoom	40x	36x (with image stabilization off), 30x (with image stabilization on)	

Image Control	2.0 MP	4.0 MP	8.0 MP
Video Compression	H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG		
Streaming	Multi-stream H.264, Multi-stream H.265, Motion JPEG		
Motion Detection	Pixel motion: Selectable sensitivity and threshold. Classified object detection		
Electronic Shutter Control	Automatic, Manual (1/30 to 1/30,000 sec)		
Iris Control	Automatic, Open, Closed		
Day/Night Control	Automatic, Manual		
Flicker Control	60 Hz, 50 Hz		
White Balance	Automatic, Manual		
Backlight Compensation	On/Off		
Privacy Zones	3D, up to 64 zones		
Presets	500 named presets		
Tours	10 named tours		
Audio Compression Method	G.711 PCM 8 kHz, Opus 48 kHz		
Digital Zoom	Up to 100x when used with ACC™ Client for Windows		
Electronic Image Stabilization	No	Yes	
Digital Defog	Adjustable/Off		

Network	
Network	100BASE-TX
Cabling Type	CAT5e
Connector	RJ-45
ONVIF	ONVIF compliance version 1.02, 2.00, Profile S, Profile T, Profile G (www.onvif.org)
Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license), onboard FIPS 140-2 L3 certified TPM, Signed and encrypted firmware
Protocol	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv2, ICMP, DHCP, Zeroconf, HSTS, QoS, DSCP, NTCIP
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP, SRTP
Device Management Protocol	SNMP v2c, SNMP v3

Peripherals	
Audio Input/Output	Line level input and output
External I/O Terminals	2 Alarm In, 2 Relay Out
Onboard Storage	MicroSD/microSDHC/microSDXC slot - video speed class card required. Class V10 or better recommended.

Mechanical	
Dimensions (Ø × H)	(Ø) 250 mm × (H) 364 mm (Ø) 9.84 " × (H) 14.33 "
Weight	6.76 kg (14.9 lbs)
Front Window	Optical Glass Window -Ø 78 mm (3.07 ")
Wiper	Integrated with all options
Body	Aluminum ADC1 + Polycarbonate
Housing	Pendant Mount
Finish	Epoxy-polyester powder painted, standard colors grey-white (RAL9002)
Tilt	-20 ° to 90 °, 300 °/second
Pan	Horizontal rotation: 360 °, continuous rotation, 300 °/second

Electrical		
Power Consumption	75 W max with 24 VDC aux power supply or 90 W PoE, 110 VA with 24 VAC aux power.	
Power Source	External Power	24 VDC ±10%; 24 VAC rms ±10%, 50 or 60 Hz
	PoE*	IEEE 802.3bt compliant Class 8 (90W) PoE: Phihong POE90U-1BT6-A-RC (Avigilon part number POE90U-1BT)
Power Connector	Red and Black input wires	
RTC Backup Battery	3V manganese lithium	

* High power PoE is only guaranteed with the IEEE 802.3bt compliant Phihong POE90U-1BT (Avigilon part number POE90U-1BT) . Contact Avigilon sales or Avigilon technical support for more information

Environmental	
Operating Temperature	Continuous operation from -40 °C to +60 °C (-40 °F to 140 °F) Pan and tilt speeds reduced by 50% at temperatures -40 °C (-40 °F) or below Wiper is functional at -10 °C to +60 °C (14 °F to 140 °F)
Storage Temperature	-10 °C to +70 °C (14 °F to 158 °F)
Humidity	5% to 95%, non-condensing
Wind Speed	Sustained 241 kph (150 mph)

Certifications	
Certifications/Directives	UL, cUL, CE, UKCA, ROHS, RCM, NOM
Safety	UL 62368-1, CSA 62368-1, IEC/EN 62368-1, IEC/EN 62471
Environmental and Performance	UL/CSA/IEC 60950-22, IEC 62262 IK10 Impact Rating (enclosure only), IEC 60529 IP66, IP67, IP68 Weather Rating, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-30, NEMA TS 2, NEMA Type 4X
Electromagnetic Emissions	FCC Part 15 Subpart B Class B, IC ICES-003 Class B, EN 55032 Class B, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3
Electromagnetic Immunity	EN 55035, EN 50130-4, EN 50121-4

Analytics Specifications

Supported Analytics Events At Home Position

Objects in Area	The event is triggered when the selected object type moves into the region of interest.
Object Loitering	The event is triggered when the selected object type moves into the region of interest and then stays for an extended amount of time.
Objects Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the region of interest. This event can be used to count objects.
Object Not Present in Area	The event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object moves into a region of interest and then stops moving for the specified threshold time.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Tamper Detection	The event is triggered when the scene unexpectedly changes.

Auto-track Objects in Area

Auto-track Objects in Area	The event is triggered when the selected object type moves into the region of interest defined at the home position. The camera will automatically reposition to track the object, returning to the preset home position once object is lost.
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Supported Classified Object Types

Object Types in Outdoor Mode	Vehicle, sub-types: Car, Truck, Bicycle, Motorcycle, Bus Person
Object Types in Indoor Mode	Person

Teach by Example

Teach By Example	Yes, when used with Avigilon Control Center™
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Avigilon Control Center (ACC) Versions Supported Features

ACC Version 6.14.12 or higher	All supported analytic events with two types of classified objects: person or vehicle. Appearance search when paired with appropriate server hardware. Auto-tracking is not supported. H.265 supported.
ACC Version 7.2 or higher*	All supported analytic events with people and vehicles and all vehicle sub-types as classified objects. Appearance search when paired with appropriate server hardware. H.265 supported.

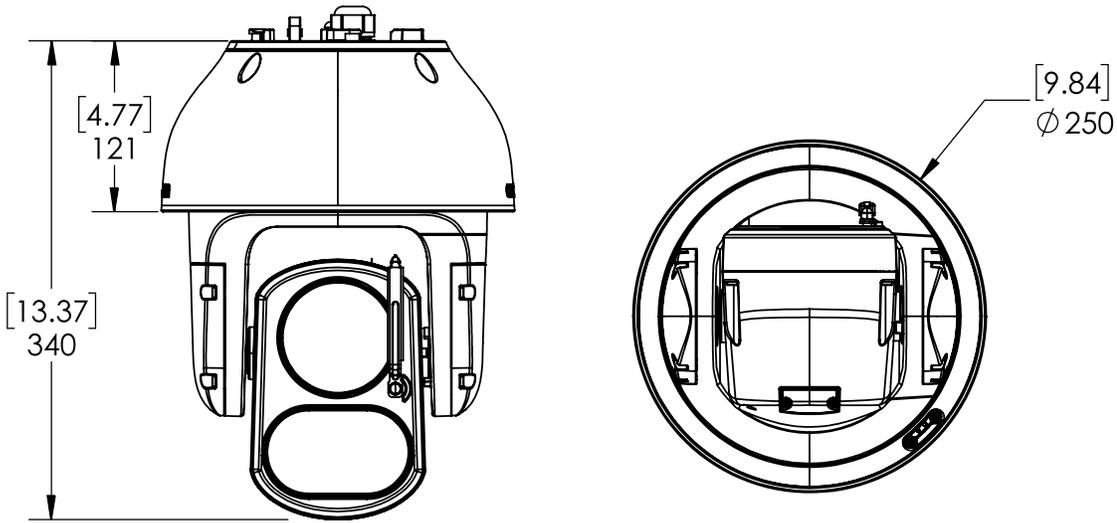
* Auto-tracking requires ACC 7.14.14 or higher to configure.

Outline Dimensions

H5A IR PTZ Camera

(H5A-IR-PTZ)

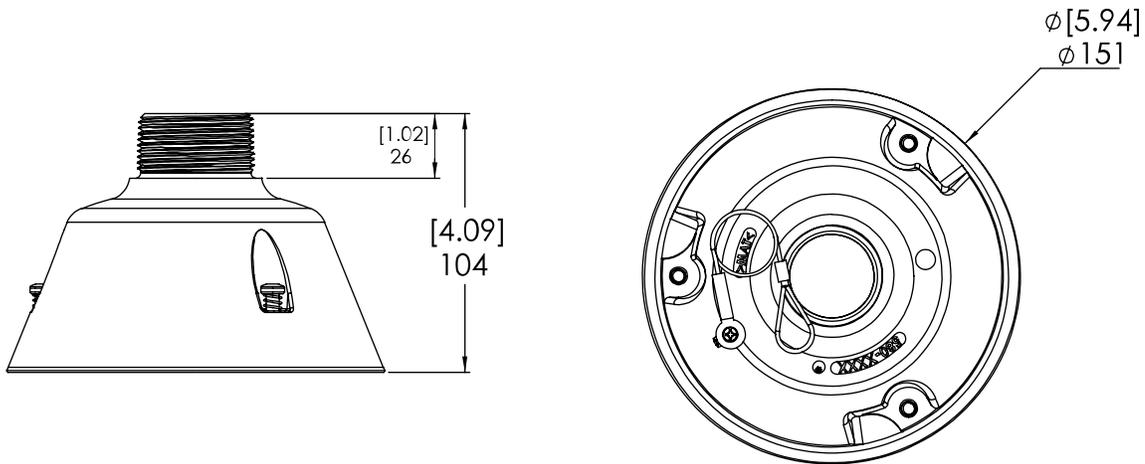
[X.X]	INCHES
X	MM



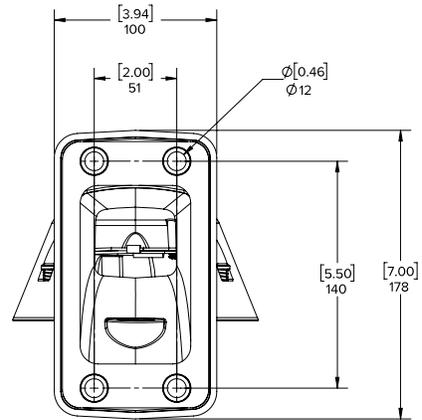
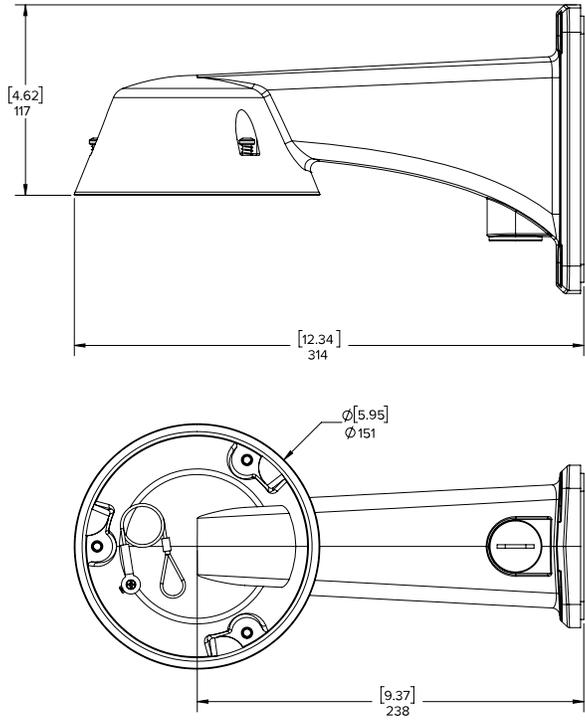
NPT Mount

(NPTA-1001)

[X.X]	INCHES
X	MM



Wall Mount
(WLMT-1001)



Ordering Information

H5A IR PTZ Cameras

	MP	WDR	Digital WDR	Lightcatcher™ Technology	Analytics at Home Position	Zoom	HDSM SmartCodec
2.0C-H5A-IRPTZ-DP40-WP	2.0	✓		✓	✓	40x	✓
4.0C-H5A-IRPTZ-DP36-WP	4.0		✓	✓	✓	36x*	✓
8.0C-H5A-IRPTZ-DP36-WP	8.0		✓	✓	✓	36x*	✓

* Max zoom will be 30x when image stabilization is turned on.

Camera Accessories

Part Number	Description
NPTA-1001	NPT Pendant Adapter
WLMT-1001	Wall Arm Mount
PLMT-1001	Pole Mounting Bracket
CRNMT-1001	Corner Mounting Bracket
POE90U-1BT	Gigabit 802.3bt 90 W PoE Injector, single port
H5PTZ-ACC-CABL1	Cable gland nut kit, pack of 10

Support

Learn more and find additional documentation at [avigilon.com](https://www.avigilon.com) or email sales@avigilon.com for specific product support.



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sales@avigilon.com | [avigilon.com](https://www.avigilon.com)

Unity H5A Multisensor Camera

9 MP

12 MP

15 MP

20 MP

24 MP

32 MP

Cover your site from all angles with the on-premise Avigilon H5A Multisensor camera that works together with Avigilon Unity Video software. It combines AI-enabled video analytics and three or four adjustable sensors into one powerful solution. Monitor virtually any area in all lighting conditions with up to 360-degree views from a single camera. This makes the Unity H5A Multisensor perfect for securing wide areas, including outdoor building corners, parking lots, crossroads, as well as indoor areas with high ceilings, long corridors and hallway intersections.



Features



Next-Generation Video Analytics

Detects more objects with expanded object classifications and greater accuracy for faster responses, even in crowded scenes.



Impact, Water, Dust & Corrosion Protection

Protects against impact, water, windblown dust and a degree of corrosion with IK10, IP66/67, NEMA Type 4X and TS2 ratings.



ONVIF® Compliant

ONVIF Profile S and T compliance enables easy integration with existing ONVIF infrastructures. Profile G compliance supports search, playback and retrieval of recordings on the edge, while Profile M allows for cross-functionality with third-party analytic solutions.



Varifocal Lenses

Enables you to customize the field of view to optimally protect your site, while lens distortion correction provides a seamless viewing experience.



FIPS 140-2 Compliant With Integrated TPM

Meets the high data security standards required by federal government agencies and heavily regulated enterprises with FIPS-compliant cryptography support, integrated TPM and Secure Boot.



High-Quality Images In All Lighting

Sees clearly in the most challenging lighting conditions with faster frame rates, improved Wide Dynamic Range and optional IR illumination.

ONVIF is a trademark of Onvif, Inc.



MOTOROLA SOLUTIONS

AVIGILON™

Specifications

Image Performance		3.0 MP	5.0 MP	4K (8.0 MP)
Image Sensor		1/2.8" CMOS		1/2.8" CMOS
Active Pixels (per image sensor)		1920 (H) x 1080 (V) (16:9) 2048 (H) x 1536 (V) (4:3)	2560 x 1440 (16:9) 2592 x 1944 (4:3)	3840 x 2160 (16:9) 2880 x 2160 (4:3)
3 x Image Sensor, Max Resolution		5760 (H) x 1080 (V) (16:9) 6144 (H) x 1536 (V) (4:3)	7680 x 1440 (16:9) 7776 x 1944 (4:3)	11520 x 2160 (16:9) 8640 x 2160 (4:3)
4 x Image Sensor, Max Resolution		7680 (H) x 1080 (V) (16:9) 8192 (H) x 1536 (V) (4:3)	10240 x 1440 (16:9) 10368 x 1944 (4:3)	15360 x 2160 (16:9) 11520 x 2160 (4:3)
Sensor Aspect Ratio		4:3	4:3	16:9
IR Illumination - Optional (high power 850 nm LEDs) ¹		30 m (98 ft) maximum distance at 0 lux when camera is mounted at 4 m (13 ft) off the ground		
Minimum Illumination		0.020 lux (F1.5) in color mode 0.018 lux (F1.5) in mono mode 0 lux with optional IR illuminator		0.020 lux (F1.5) in color mode 0.016 lux (F1.5) in mono mode 0 lux with optional IR illuminator
Dynamic Range	WDR On	120 dB, true WDR, dual exposure		
	WDR Off	80 dB		
3D Noise Reduction Filter		Yes		
Image Rate-Analytics Enabled on All Sensors²:				
3 x Image Sensor (60 Hz, 50 Hz)		30 / 25 fps	30 / 25 fps	24 / 20 fps
4 x Image Sensor (60 Hz, 50 Hz)		30 / 25 fps	24 / 25 fps	17 / 16 fps
Image Rate-High Framerate Mode³:				
3 x Image Sensor (60 Hz, 50 Hz)		60 / 50 fps	40 / 33 fps	24 / 25 fps
4 x Image Sensor (60 Hz, 50 Hz)		40 / 33 fps	30 / 25 fps	20 / 20 fps

¹ The IR intensity is based on supplied PoE power.

² Full Feature Mode: Analytics and WDR enabled with H.265.

³ High Frame Rate Mode: Analytics disabled with H.265. Max frame rate with WDR enabled is 30 fps.

Image Control	
Image Compression Method	H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG
Streaming	Multi-stream H.264, Multi-stream H.265, Motion JPEG
Motion Detection	Selectable sensitivity and threshold
Electronic Shutter Control	Automatic, Manual (1/7.5 to 1/8000 sec)
Iris Control	Fixed
Day/Night Control	Automatic, Manual
Flicker Control	60 Hz, 50 Hz
White Balance	Automatic, Manual
Backlight Compensation	Adjustable
Privacy Zones	Up to 64 zones
Removable Privacy Zones	Up to 8 zones per image sensor
Lens Distortion Correction	Fixed

Lens (per image sensor)	3.0 MP	5.0 MP	4K (8.0 MP)
Focal Length	3.3-5.7 mm		
Lens and Horizontal Field of View Based on Aspect Ratio	53° - 97° (16:9) 53° - 99° (4:3)		58° - 106° (16:9) 43° - 76° (4:3)
Lens and Vertical Field of View Based	29° - 50° (16:9)		32° - 55° (16:9)

Lens (per image sensor)	3.0 MP	5.0 MP	4K (8.0 MP)
on Aspect Ratio	39° - 69° (4:3)		32° - 55° (4:3)
Aperture Range	F1.5 - F1.9		
Control	Fixed Iris, Remote Focus and Zoom		

Network	
Network	Gigabit Ethernet, 100BASE-TX, 1000BASE-TX
Cabling Type	CAT5E
Connector	RJ-45
API	ONVIF® compliance Profile S, T, M, and G (www.onvif.org)
Security	Signed and encrypted firmware, password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, TLS1.3, FIPS140-2 Level 3 via onboard TPM
Secure Boot	Yes
Protocol	IPv4, IPv6, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv3, ICMP, DHCP, Zeroconf, HSTS, QoS, DSCP
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP, SRTP
Device Management Protocols	SNMP v2c, SNMP v3

Peripherals	
USB Port	USB 2.0
Onboard Storage	Dual MicroSD/microSDHC/microSDXC slot - video speed class card required. Class V10 or better recommended. The dual SD cards will work as one contiguous region of storage.

Auxiliary I/O	
Audio Compression Method	G.711 PCM 8 kHz, Opus
Audio Input/Output	Line level input and output
External I/O Terminal	Alarm In, Alarm Out

Electrical	In-Ceiling	Surface Mount	Pendant Mount
Power Consumption	26 W with 24 VDC 37 VA with 24 VAC 25.5 W with IEE 802.3at Type 2 (PoE+)	With IR: 52 W with 24 VDC 74 VA with 24 VAC 51 W with high power PoE (PoE++) Without IR: 26 W with 24 VDC 37 VA with 24 VAC 25.5 W with IEEE 802.3at Type 2 (PoE+)	With IR: 52 W with 24 VDC 74 VA with 24 VAC 51 W with high power PoE (PoE++) Without IR: 26 W with 24 VDC 37 VA with 24 VAC 25.5 W with IEEE 802.3at Type 2 (PoE+)
External Power	24 VDC ± 10 %; 24 VAC rms ± 10 %, 50 or 60 Hz		
PoE*	30 W IEEE 802.3at Type 2 (PoE+)	With IR: 60 W (PoE++): IEEE 802.3bt Type 3, Cisco® UPoE or legacy high-power PoE* Up to 35% IR Power or without IR: 30 W IEEE 802.3at Type 2 (PoE+)	
Redundant Power	Seamless failover between PoE and Aux and back without interruption in camera operation		
RTC Backup Battery	3V manganese lithium		

* Supported high power PoE products are listed in the **Optional Injectors and Switches** Section and may require adjusting the PoE mode switch. Contact sales or technical support for more information.

Mechanical	In-Ceiling	Surface Mount	Pendant Mount
Dimension	Overall: 298 mm x 161 mm (11.75" x 6.33")	304 mm x 114 mm (11.95" x 4.48")	With wall arm: 385 mm x 262 mm x 299 mm (15.15" x 10.30" x 11.77") With NPT adapter: 299 mm x 248

Mechanical	In-Ceiling	Surface Mount	Pendant Mount
	Below mounting surface: 298 mm x 64 mm (11.75" x 2.52")		mm (11.77" x 9.76")
Weight	Mount: 1100 g (2.4 lbs) Bezel: 490 g (1.1 lbs) Camera Module (4 lenses): 1590 g (3.5 lbs)	Mount: 950 g (2.1 lbs) Bezel: 1250 g (2.8 lbs) Camera Module (4 lenses): 1590 g (3.5 lbs) Optional IR Illuminator Ring: 670 g (1.5 lbs)	Wall Mount: 1190 g (2.6 lbs) NPT Adapter Mount: 470 g (1.04 lbs) Pendant: 1680 g (3.7 lbs) Bezel: 1250 g (2.8 lbs) Camera Module (4 lenses): 1590 g (3.5 lbs) Optional IR Illuminator Ring: 670 g (1.5 lbs)
Body	Aluminum, Plastic dome trim	Aluminum	Aluminum
Finish	Plastic, Injection Molded, Pantone 427C	Cast, Anodized and Powder Coated, Pantone 427C	Cast, Anodized and Powder Coated, Pantone 427C
Optional IR Illuminator Ring	Not available	Optional accessory, 30 m (98 ft) IR range	

Environmental	In-Ceiling	Surface Mount	Pendant Mount
Operating Temperature	-10 °C to +50 °C (14 °F to 122 °F)	-40 °C to +60 °C (-40 °F to 140 °F)	
Storage Temperature	-30 °C to +70 °C (-22 °F to 158 °F)		
Humidity	0 - 95% non-condensing		
IR Illumination Behavior	Not available	<p>The IR illuminator will operate at 100% power from -40 °C to 44 °C (-40 °F to 111 °F). The IR power will reduce to 60% from 44 °C to 53 °C (111 °F to 127 °F). The IR illuminator will turn off when the temperature is greater than 53 °C (127 °F). Hysteresis: 6 °C (10.8 °F).</p> <p>For 25.5 W PoE+, the IR illuminator will operate at only 35% power and will turn off if the temperature is below -26 °C (-15 °F).</p>	

Per Sensor	
Tilt	+7° to 96° from horizon
Pan	+/-120° (depending on position of image sensors)
Azimuth	+/-180°

Certifications	In-Ceiling	Surface Mount	Pendant Mount
Certifications/Approvals	UL, cUL, CE, ROHS, RCM, BIS, UKCA, NOM, KC		
Safety Standards	UL 62368-1, CSA 62368-1, IEC/EN 62368-1		
	UL 2043 (Plenum)	IEC/EN 62471	
Environmental Standards/Ratings	IEC 60529 IP5X rating (dust only)	IEC 60529 IP66, IP67 rating IEC/EN 62262 Impact (IK 10) IEC/EN 60068-2-6 Product Vibration IEC/EN 60068-2-27 Product Shock Type 4X	
Electromagnetic Emissions Standards	FCC Part 15 Subpart B (Class A) ICES-003 (Class A) EN 55032 (Class A) EN 61000-3-2 EN 61000-3-3		
Electromagnetic Immunity Standards	EN 55035 EN 61000-6-1 EN 50121-4 EN 50130-4		
NEMA TS2	Not applicable	NEMA TS2 paragraph 2.2.7 - 2.2.9	

Supported Analytics Events	
Objects in Area	The event is triggered when the selected object type moves into the region of interest. This event can be used to count objects.

Supported Analytics Events

Object Loitering	The event is triggered when the selected object type stays within the region of interest for an extended amount of time.
Objects Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the region of interest.
Object Not Present in Area	The event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object in a region of interest stops moving for the specified threshold time.
Object Too Close	The event is triggered when an object moves to within a certain threshold distance of another object.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Tamper Detection	The event is triggered when the scene unexpectedly changes.

Supported Classified Object Types

Object Types in Outdoor Mode	Person and Vehicle sub-types: Car, Truck, Bicycle, Motorcycle, Bus
Object Types in Indoor Mode	Person

Teach By Example

Object Types Teach By Example in Outdoor Mode	Yes, when used with Avigilon Control Center™.
---	---

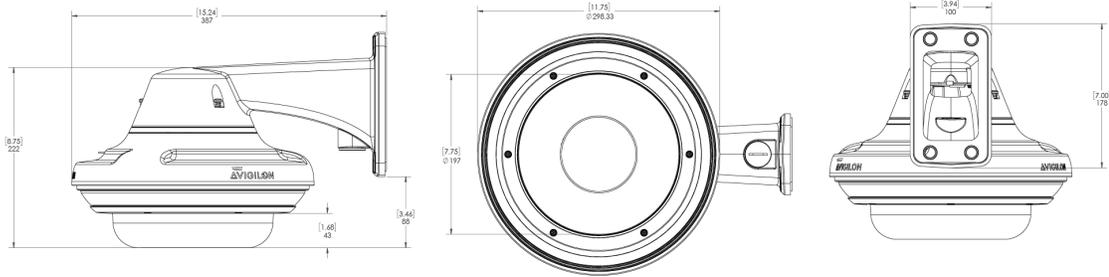
Avigilon Control Center (ACC) Versions Supported Features

ACC Enterprise Edition Version 7.2 or higher	All supported analytic events with people and vehicles and all vehicle sub-types as classified objects.
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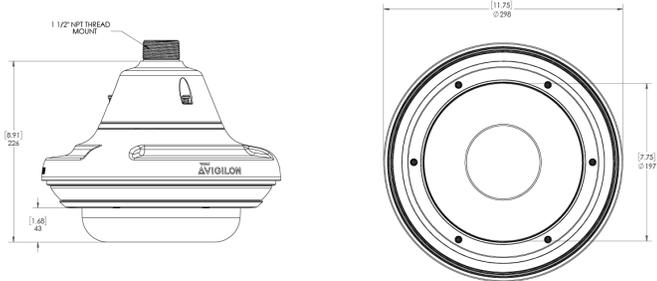
Outline Dimensions

[X.X]	INCHES
X	MM

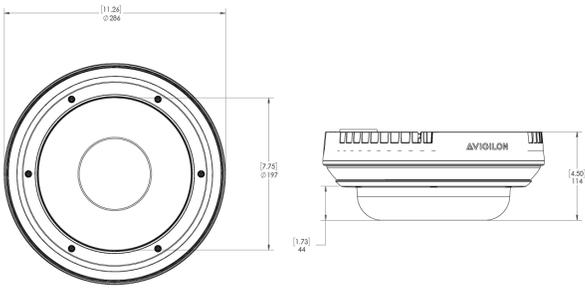
Pendant Wall Mount



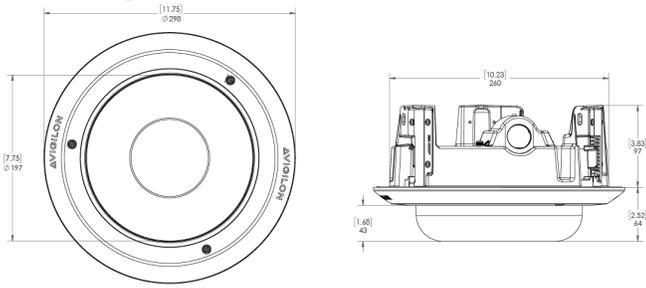
Pendant NPT Mount



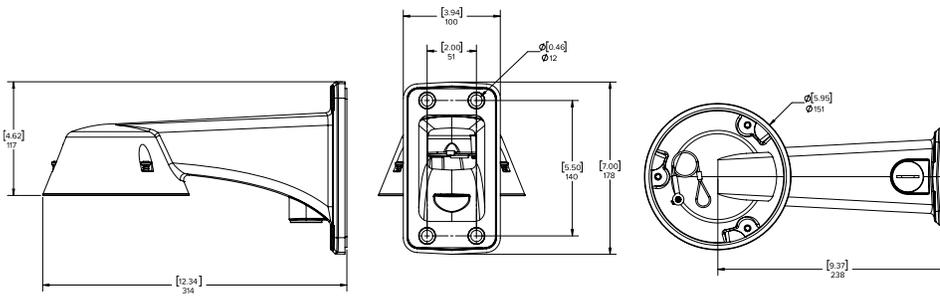
Surface Mount



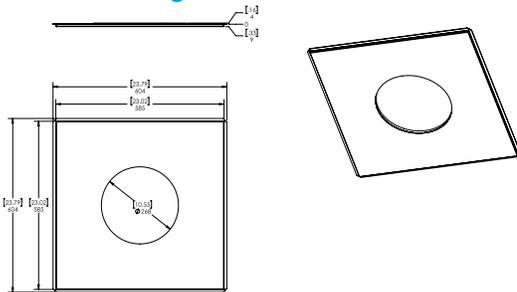
In-Ceiling Mount



Wall Mount



Metal Ceiling Panel



Ordering Information

The variety of mounting options for the H5A Multisensor provides maximum flexibility. All the available camera modules can be used in any of the mounting options.

Mounting Scenario		Ordering Information
PENDANT WALL MOUNT		Order one of: <ul style="list-style-type: none"> • Camera module • H5AMH-AD-PEND1 • H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE • WLMT-1001 • Optional, H4AMH-AD-IRIL1
PENDANT NPT MOUNT		Order one of: <ul style="list-style-type: none"> • Camera module • H5AMH-AD-PEND1 • H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE • NPTA-1001 • Optional, H4AMH-AD-IRIL1
SURFACE MOUNT		Order one of: <ul style="list-style-type: none"> • Camera module • H5AMH-AD-DOME1 • H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE • Optional, H4AMH-AD-IRIL1
IN-CEILING MOUNT		Order one of: <ul style="list-style-type: none"> • Camera module • H5AMH-AD-CEIL1 • H5AMH-DC-COVR1 or H5AMH-DC-COVR1-SMOKE • Optional, CLPNL-1001 if ceiling panel is needed

Camera Modules

With the modular design of the H5A Multisensor, any camera module can be paired with any mounting adapter for maximum versatility and optimal installation. Each camera module must be ordered with a matching mounting adapter and dome cover.

Display Part Number	Description
9C-H5A-3MH	3X3MP, WDR, 270 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only
12C-H5A-4MH	4X3MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only
15C-H5A-3MH	3X5MP, WDR, 270 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only
20C-H5A-4MH	4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only
24C-H5A-3MH	3X8MP, WDR, 270 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only
32C-H5A-4MH	4X8MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only

Mounting Adapters and Dome Covers

The H5A Multisensor modular design provides pendant, surface, or in-ceiling mounting adapters and a choice of two dome covers compatible with all the H5A Multisensor camera modules.

Display Part Number	Description
H5AMH-AD-DOME1	Outdoor surface mount adapter, must order either a H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE.
H5AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of WLMT-1001 or NPTA-1001 and one of H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE.
H5AMH-AD-CEIL1	In-ceiling adapter, must order either a H5AMH-DC-COVR1 or H5AMH-DC-COVR1-SMOKE.
H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear.
H5AMH-DO-COVR1-SMOKE	Dome bubble and cover, for outdoor surface mount or pendant mount, smoked. Not recommended for low light applications.
H5AMH-DC-COVR1	Dome bubble and cover, for in-ceiling mount, clear.
H5AMH-DC-COVR1-SMOKE	Dome bubble and cover, for in-ceiling mount, smoked. Not recommended for low light applications.
WLMT-1001	Pendant wall arm adapter, for use with H5AMH-AD-PEND1.
NPTA-1001	Pendant NPT adapter for use with H5AMH-AD-PEND1.
PLMT-1001	Aluminum pole mounting bracket, compatible with WLMT-1001.
CRNMT-1001	Aluminum corner mounting bracket, compatible with WLMT-1001.
CLPNL-1001	Metal ceiling panel.

Optional IR Illuminator

The optional IR Illuminator is available for the H5A Multisensor when mounted in a pendant or surface mount adapter.

Display Part Number	Description
H4AMH-AD-IRIL1	Optional IR illuminator ring, for use with H5AMH-DO-COVR1.

Optional Injectors

Display Part Number	Description
PD-9001 GR/AT/AC-*-MSI	Indoor single port PoE+ 30W injector. Injector operational temperature range -20 °C to +40 °C (-4 °F to 104 °F).
POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector, single port.

* When placing an order, please indicate the required region to ensure that the correct power cord is delivered. The available options are AU (Australia), EU (European Union), and NA (North America).

Optional Accessories

Display Part Number	Description
USB-AC56-NA-MSI / USB-AC56-EU-MSI	USB Wi-Fi adapter.
CBLKT-1001	Cable kit replacement for Multi Head cameras.
CAM-FIPS	Camera license to enable FIPS cryptographic mode on the H5A Multisensor or any H5A camera.

Support

Learn more and find additional documentation at avigilon.com or email sales@avigilon.com for specific product support.



Oct 2024 | Rev 4

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sales@avigilon.com | avigilon.com

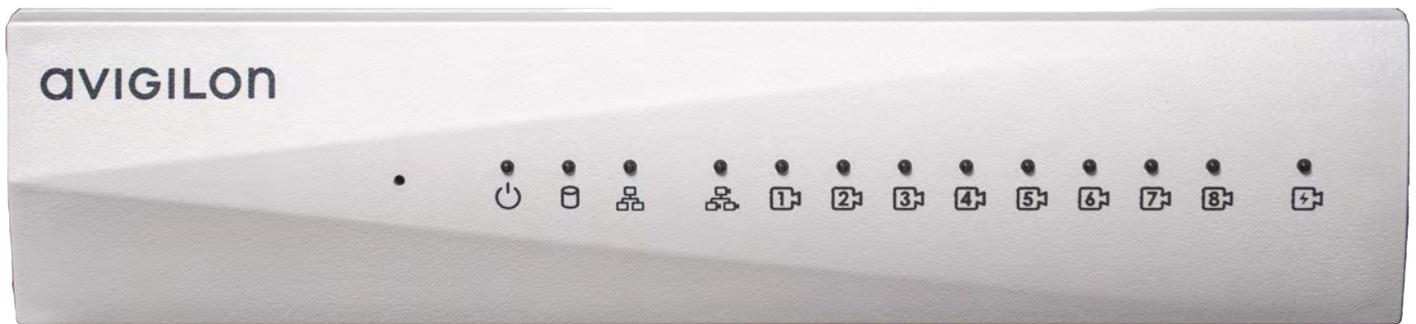
ENVR2 PLUS APPLIANCE

8 TB

4 TB

3-YEAR WARRANTY

The second generation of ES Appliances, ENVR2 PLUS, is Avigilon's smallest appliance that unlocks Avigilon's Next-Generation Video Analytics capabilities for any connected video stream. It supports Classified Object Detection (COD), Appearance Search, Facial Recognition and License Plate Recognition (LPR) capabilities for up to eight cameras¹. With cybersecurity reinforced by Avigilon's hardened OS, a distributed and threat-resistant network of ENVR2 PLUS appliances provides security teams with complete coverage and centralized management of large geographies while preserving situational awareness and minimizing bandwidth usage over Wide Area Networks (WAN).



FEATURES



APPEARANCE SEARCH ON THIRD-PARTY CAMERAS

Quick and accurate search for a person of interest or object to take action and aid in better outcomes in forensic investigations on any third-party camera.



NEXT GENERATION VIDEO ANALYTICS

Go beyond people and vehicle classification and improve object classification of over 50 objects, faster forensic investigations to alert a match for person or vehicle on a watchlist using facial recognition, LPR and provide better perimeter protection for critical sites.



OPTIMAL WAN USAGE

Reduce playback bandwidth using HDSM when viewing video feed and only transmit what you need, when you need, optimized. Bring the recording closer to the camera, thereby reducing video feed latency and stability of camera stream networking.



LOWER CAPEX

Non-analytic legacy cameras are utilized to run analytics, thereby reducing the burden of new investment, lowering the cost of on-prem hardware, and promoting the democratization of AI on all cameras. Upgrade ENVR2 PLUS remotely with a single signed and encrypted firmware package.



IMPROVE SCALE, SPEED, AND SECURITY

Hybrid Architecture enables appliances and devices to run multiple analytics services concurrently and on-demand, share resources within the site using on-prem hardware or our Avigilon Cloud Services. Allows maximization of computing resources across the infrastructure.

¹ ENVR2 PLUS supports any Avigilon camera or 3rd-party ONVIF-compliant camera.

ONVIF is a trademark of Onvif, Inc.

ANALYTICS



CLASSIFIED OBJECT DETECTION™ (COD)

Detects and classifies people or vehicles to help operators respond faster. Unusual Activity Detection (UAD) automatically detects atypical behavior of learned objects.

ACC7-VAC license required



AVIGILON APPEARANCE SEARCH™ (AS)

Quickly locates a specific person or vehicle of interest across an entire site using a sophisticated deep learning AI search engine.

ACC Enterprise required



FACE RECOGNITION (FR)

Detects matches from managed watchlists to alert operators of people of interest. Requires Appearance Search and an additional license.

ACC7-FACE license required



NO FACE MASK DETECTION

Determines whether a person is not wearing a face mask to help prevent community transmission.

ACC Enterprise required



OCCUPANCY COUNTING

With cameras at entrances and exits, a running total of occupancy can be monitored in real time.

ACS Required



LICENSE PLATE RECOGNITION

Works with ACC software for accurate license plate capture at a range of distances and speeds.

ACC7-LPR license required

MODEL	ANALYTICS CAMERAS ¹		NON-ANALYTIC CAMERAS ¹			NUMBER OF LPR LANES ²					
	AS ONLY ⁴	AS+FR ⁴	COD ONLY ³	COD+AS ⁴	COD+AS+FR ⁴	DEFAULT MODE			PERFORMANCE MODE ⁵		
						10 FPS <48 KM/H	20 FPS <100 KM/H	30 FPS <150 KM/H	10 FPS <48 KM/H	20 FPS <100 KM/H	30 FPS <150 KM/H
ENVR2 PLUS	10	10	6	6	4	2	1	-	6	3	2

¹ These performance figures are based on validation testing by Avigilon, using Avigilon Control Center 7.14.16 software. Assumes appliance-wide average per camera rates of classified objects leaving the field of view: H5A cameras – one every second; H4A cameras – one every two seconds; non-analytics cameras running COD – one every second.

² Assumes a 3MP camera with 1MP license plate scan area and Frames Per Second (FPS) to recognize license plates up to vehicle speeds in Kilometers Per Hour (KM/H). Results may vary according to camera mounting parameters.

³ For cameras at 2MP and 30 frames per second (fps).

⁴ Requires H5A, H4A cameras, or Classified Object Detection running on non-analytic cameras.

⁵ Requires LPR Performance mode to be enabled. See the ENVR2 PLUS user guide for more information.

DEVICE TYPES SUPPORTED FOR ANALYTICS

Avigilon H.264 Analog Encoders

Avigilon HD H.264, H3, H3 Multisensor, H4 SL, H4 Mini dome, H4 Box, H4 Bullet, H4 Dome, and H4 Pro cameras

Avigilon H4A cameras operating for Unusual Motion Detection

Avigilon H5Pro and H4 Multisensor (in high frame-rate mode), H5M, and H5SL cameras

ONVIF® Profile S cameras

ONVIF encoders

Third-party devices (MJPEG, MPEG4, H.264, H.265/HEVC) supported by ACC. For more information, see avigilon.com/products/acc/supported-cameras.

SPECIFICATIONS

SYSTEM		4 TB	8 TB
Avigilon Control Center™ Edition		Core, Standard, and Enterprise* compatible (ACC camera licenses are sold separately)	
Network Video Streaming Performance	Network Connection	1GbE Networking	
	Recording Rate	Up to 96 Mbps	
	Playback Rate	Up to 48 Mbps	
Operating System		Avigilon Hardened OS, supports secure remote upgrades	
OS Drive		16 GB eMMC 5.1 Flash	
Storage Capacity		1 × 3.5" SATA 3 hard drive, 4 TB	1 × 3.5" SATA 3 hard drive, 8 TB
Site Capacity		Site support for up to 24 servers, 500 cameras and 100 defined users	
PoE+ Ports		8 × RJ45 10/100 Mbps (IEEE 802.3at)	
Total PoE Power Budget		125 W	
PoE Power per Port		0-30 W (sum of all ports must be below the Total PoE Power Budget)	
Network Interface		2 × 1 GbE RJ-45 ports (1000Base-T)	
External I/O Terminals		4 digital inputs and 4 relay outputs	
Memory		8GB 128-bit LPDDR4x	
Processor (CPU+GPU)		NVIDIA Jetson System-on-Module (SOM)	
Local Viewing		No video outputs — Web-based administration only	
Warranty		3-year warranty	

* Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.

ELECTRICAL	
Power Input	100 to 240 V AC, 3A; 50/60 Hz
Power Supply	Single external, 54 V DC, 4.26A, 230W

SUPPLIED ACCESSORIES	
Wall/Desk Mount Kit	Includes wall mount brackets, mounting screws, and drywall anchors Optional rack mount and DIN rail mount kits available
Peripherals	1 external power supply and 1 digital IO terminal block with screwdriver

CERTIFICATIONS	
Certifications/Directives	UL, cUL, CE, RCM, UKCA, RoHS, Reach (SVHC)
Safety	UL/CSA/IEC/EN 62368-1
Electromagnetic Emissions	FCC Part 15 Subpart B Class B, ICES-003 Class B, EN 55032 Class B, EN 55011 Class B Group 1, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3
Electromagnetic Immunity	EN 55035, EN 61000-6-1

ENVIRONMENTAL	OPERATING	STORAGE
Temperature	0° C to 50° C (32° F to 122° F)	-30° C to 70° C (-22° F to 158° F)
Humidity	95% relative humidity @ 40° C (104° F), non-condensing	95% relative humidity @ 60° C (140° F), non-condensing

SUPPORTED ANALYTICS EVENTS	
Objects in Area	The event is triggered when the selected object type moves into the region of interest.
Object Loitering	The event is triggered when the selected object type moves into the region of interest and then stays for an extended amount of time.
Objects Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.

SUPPORTED ANALYTICS EVENTS

Object Appears or Enters Area	The event is triggered by each object that enters the region of interest. This event can be used to count objects.
Object Not Present in Area	The event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object moves into a region of interest and then stops moving for the specified threshold time.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Tamper Detection	The event is triggered when the scene unexpectedly changes.

OUTLINE DIMENSIONS

[X.X]	INCHES
X	MM

FORM FACTOR

1U chassis

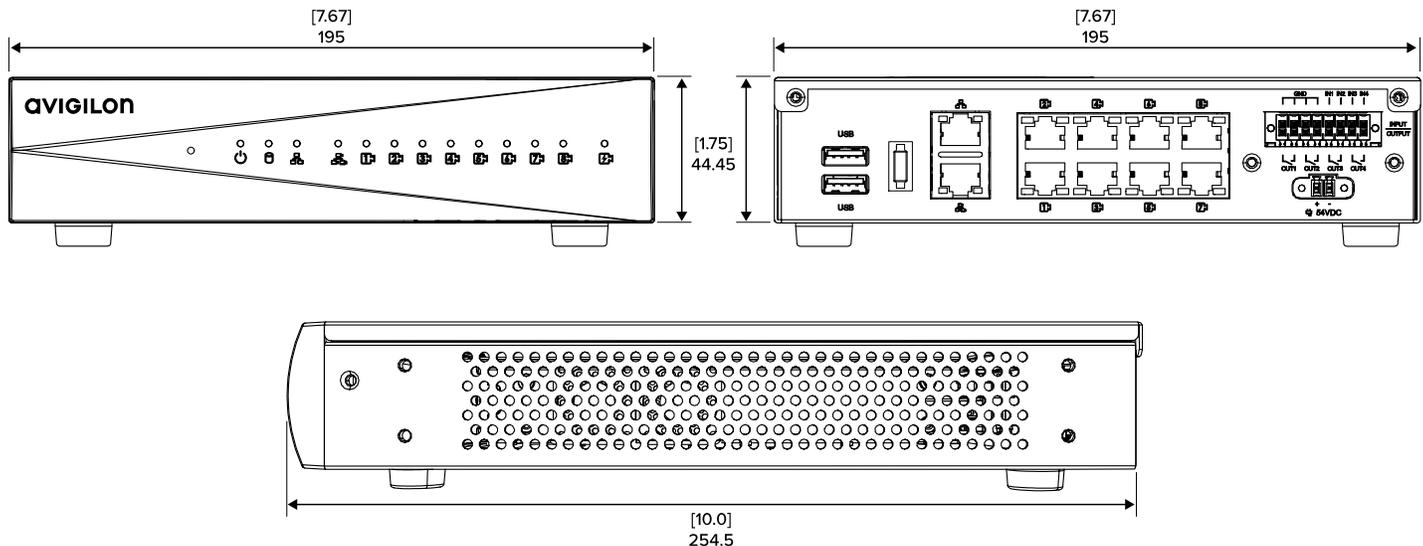
DIMENSIONS (L x W x H)

254.5 mm x 195.0 mm x 44.45 mm

[10.0" x 7.67" x 1.75"]

WEIGHT

1.14 kg [2.5 lbs]



ORDERING INFORMATION

ENVR2-PLUS-8P8	ENVR2 PLUS 8 TB with Avigilon Control Center
ENVR2-PLUS-8P4	ENVR2 PLUS 4 TB with Avigilon Control Center

Avigilon Control Center licenses must be purchased separately.

Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.

ENVR2-PLUS-8Pn-NA



ENVR2-PLUS-8Pn-UK



ENVR2-PLUS-8Pn-EU



ENVR2-PLUS-8Pn-AU



SOFTWARE LICENSES

ACC7-ENT	ACC 7 Enterprise Edition license
ACC7-STD	ACC 7 Standard Edition license
ACC7-COR	ACC 7 Core Edition license
ACC7-VAC	ACC 7 Video Analytics feature channel license — Required for Classified Object Detection
ACC7-FACE	ACC 7 Face feature channel license
ACC7-FACE-10C	ACC 7 Face feature 10 channel license
ACC7-LPR	ACC 7 LPR lane license

OPTIONAL ACCESSORIES

PS-ENVR2-8P	Replacement power adapter without the power cord
RMS1U-ENVR2-8P	Rack mount installation kit
DIN-ENVR2-8P	DIN rail mount installation kit

SUPPORT

Learn more and find additional documentation at [avigilon.com](https://www.avigilon.com) or email sales@avigilon.com for specific product support.



AVIGILON™

Nov 2023 | Rev 4

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sales@avigilon.com | [avigilon.com](https://www.avigilon.com)

ATTACHMENT "B"

***State Homeland Security Program
Subrecipient Agreement
Grant Year 2022***

Between the

County of Los Angeles

and the

City of Huntington Park

**SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF HUNTINGTON PARK**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Huntington Park, a public agency (the "Subrecipient").

W I T N E S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 – Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2022 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 24, 2022 with a performance period of September 1, 2022 to May 31, 2024. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) # MKQ9AQH7R2S5, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2022 SHSP grant from Cal OES in the total amount of \$9,481,458.00; and

WHEREAS, the CEO now wishes to distribute 2022 SHSP grant funds to the Subrecipient in the amount of \$45,577.00, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on December 6, 2022 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. City of Huntington Park, a public agency, having its principal office at _____
6550 Miles Avenue, Huntington Park, CA 90255.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:
 - 1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa, HSGP Grants Director
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
CHirakawa@ceo.lacounty.gov

Jimmy Nguyen
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 262-7902
Fax: (213) 687-3765
JNguyen@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	Ricardo Reyes, City Manager
Organizational UEI Number:	NPKEKTS9QQD6
Address:	6550 Miles Avenue
City/State/Zip:	Huntington Park, CA 90255
Phone:	323-584-6222
FAX:	323-588-4577
Email:	rreyes@hpca.gov

With a copy to:

Name and Title:	Cosme Lozano, Chief of Police
Address:	6542 Miles Avenue
City/State/Zip:	Huntington Park, CA 90255
Phone:	323-826-6629
FAX:	N/A
Email:	clozano@hppolice.org

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2022 to February 29, 2024, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §503, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2022 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://sam.gov/search/> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold

expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.
- H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.
- I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.
- J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2022 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2022 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.

1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the

property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
 5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.
- M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.
- N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frts/>.
- P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/hseep>.
- Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.
- S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$45,577.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2022 SHSP Grant Award Letter from Cal OES.
- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

For Training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES Feedback number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §503, below, any increase or decrease in the grant amount specified

in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

- D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <https://www.justice.gov/crt>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of

environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this

Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2022 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at <https://directdeposit.lacounty.gov/>. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY  06/15/2024
FESIA A. DAVENPORT Date
Chief Executive Officer

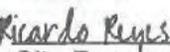
BY Hanna Cheru for
Hanna Cheru for (Apr 15, 2024 08:47 PDT)
CELIA ZAVALA
Executive Officer, Board of Supervisors
JEFF LEVINSON
Interim Executive Officer, Board of Supervisors
APPROVED AS TO FORM

Connie Yee, 2024.04.12
BY Chief Deputy 14:29:26 -07'00'
~~ARLENE BARRERA~~
Auditor-Controller
OSCAR VALDEZ
Auditor-Controller

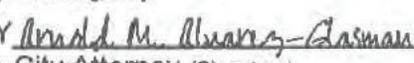
DAWYN R. HARRISON
County Counsel

BY 
Deputy County Counsel

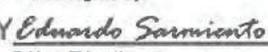
CITY OF HUNTINGTON PARK

DocuSigned by:
BY  City Manager Ricardo Reyes 4/13/2023
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

DocuSigned by:
BY  Arnold M. Alvarez-Glasman 4/13/2023
City Attorney (Signature) (Print Name) Date

ATTEST

DocuSigned by:
BY  Eduardo Sarmiento 4/13/2023
City Clerk (Signature) (Print Name) Date

EXHIBITS

- Exhibit A..... Certification Regarding Lobbying
 - A.1..... Disclosure of Lobbying Activities
- Exhibit B..... Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C..... Certification Regarding Drug-Free Workplace
- Exhibit D..... Certification of Grant Assurances
- Exhibit E..... Final Grant Award Letter and Project Worksheet
- Exhibit F..... FY 2022 Federal Notice of Funding Opportunity
 - F.1..... FY 2022 Cal OES Supplement to Federal Notice of Funding Opportunity
- Exhibit G..... Reimbursement Form and Instructions
- Exhibit H..... Monitoring Instrument



Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Certification Regarding Lobbying

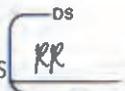
The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: City of Huntington Park

Signature of Authorized Agent:  Ricardo Reyes

Printed Name of Authorized Agent: Ricardo Reyes

Title: City Manager Date: 4/13/2023

Initials 

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET**

Continuation of 10 a-b: additional sheets may be added if necessary

Reporting Entity:

_____	_____	_____
Last Name	First Name	MI
_____	_____	_____
Address	City	Zip
_____	_____	_____
Last Name	First Name	MI
_____	_____	_____
Address	City	Zip
_____	_____	_____
Last Name	First Name	MI
_____	_____	_____
Address	City	Zip
_____	_____	_____
Last Name	First Name	MI
_____	_____	_____
Address	City	Zip

Continuation of 14: (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction
Standard Form – LLL-A

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE
COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

City of Huntington Park
CONTRACTOR/BORROWER/AGENCY

Ricardo Reyes City Manager
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

DocuSigned by:
Ricardo Reyes 4/13/2023
SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD. 21

COMPANY/ORGANIZATION NAME: CITY OF HUNTINGTON PARK

The contractor or grant recipient named above hereby certifies compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

- 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.
- 2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
- 3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

RICARDO REYES
OFFICAL'S NAME

4/13/2023
DATE EXECUTED

LOS ANGELES
EXECUTED IN THE COUNTY OF

DocuSigned by:

Ricardo Reyes

CONTRACTOR or RECEIPEINT SIGNATURE

CITY MANAGER
TITLE

95-6000724

FEDERAL I.D. NUMBER

STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, (*Chapter 1170, Statutes of 1990*), which established the Drug-Free Workplace Act of 1990, the CITY OF HUNTINGTON PARK

(your agency)

accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees [*Section 8355(a) of the Government Code*]. Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The CITY OF HUNTINGTON PARK (*your agency*), an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. [*Section 8355(b)(1)*]

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees. [*Section 8355(a)*]

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee's worksite, shall report the conviction to the granting and monitoring State agency upon conviction. [*Section 8356(a)(1)(2)*]

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. [*Section 8355(b)(4)*]

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the CITY OF HUNTINGTON PARK (*your agency*) to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. [*Section 8355(c)*]



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

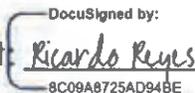
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: City of Huntington Park

Signature of Authorized Agent:  Ricardo Reyes

Printed Name of Authorized Agent: Ricardo Reyes

Title: City Manager Date: 4/13/2023

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



October 24, 2022

Fesia A. Davenport
Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012-0000

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL
Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP)
Subaward #2022-0043, Cal OES ID#037-00000
Subaward Period of Performance: 09/01/2022-05/31/2024

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2022 HSGP subaward in the amount of \$9,481,458.

Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov

Fesia A. Davenport
October 24, 2022
Page 2 of 2

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

Due to Los Angeles County's failure to comply with the quarterly drawdown Special Condition for the FY19 HSGP award, the period of performance for Los Angeles County's FY22 award has been shortened to May 31, 2024. The county will be given the opportunity to restore the period of performance to an end date of May 31, 2025, provided that the semi-annual drawdown requirement is met for all three periods within the first eighteen months of the FY22 grant award. A copy of the Special Condition letter for FY 19 has been included for reference.

A Conditional Hold has been placed on your award for the following investments which fall under the National Priority Areas:

IJ# 3 Cybersecurity - \$106,000 Project# 25 Chainalysis.

To release this hold, additional information is required for the investments identified which must be submitted in the December 2022 Biannual Strategy Implementation Report in a manner consistent with Grants Program Directorate Information Bulletin No. 447.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI
Director

Fesia Davenport

Fesia Davenport (Nov 14, 2022 11:23 PST)

Fesia A. Davenport
Los Angeles County

Date

Project Ledger

Huntington Park
FY 2022 State Home Security Program (SHSP) Projects
 Grant Subaward: 2022-0043
 Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	10/25/2022

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
IJ.10	009	LE Security Enhancements	HSGP-SHSP	LE	Equipment	\$ 45,577

Total \$ 45,577

Planning

Huntington Park
 FY 2022 State Home Security Program (SHSP) Projects
 Grant Subaward: 2022-0043
 Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	10/25/2022

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Final Product	Noncompetitive Procurement over \$250K	Budgeted Cost
									\$ -

Organization

Huntington Park
FY 2022 State Home Security Program (SHSP) Projects

Grant Subaward: 2022-0043

Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	10/25/2022

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Organization	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Detail	Certification on File	Budgeted Cost
									\$ -

Equipment

Huntington Park
 FY 2022 State Home Security Program (SHSP) Projects
 Grant Subaward: 2022-0043
 Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	10/25/2022

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Equipment Description (Include Quantity)	AEL #	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
											\$ 45,577
IJ.10	9.00	Electronic access upgrades will include installing a system that consists of smart card technology which tracks access activity, provides logs for administrators, and coordinates with other security measures to protect the police facility, police employees, as well as assets and data.	14SW-01-PACS	System, Physical Access Control	HSGP-SHSP	LE	Physical Security Enhancement Equipment	N/A	No	No Hold Indicated	\$ 45,577

Training

Huntington Park
 FY 2022 State Home Security Program (SHSP) Projects
 Grant Subaward: 2022-0043
 Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	10/25/2022

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Course Name	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainee(s)	Identified Host	Noncompetitive Procurement	EHP Hold	EHP Approval Date	Budgeted Cost
														\$ -

Exercise

Huntington Park
 FY 2022 State Home Security Program (SHSP) Projects
 Grant Subaward: 2022-0043
 Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	10/25/2022
POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Exercise Title	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Date of Exercise	Exercise Type	Identified Host	Date of AAR entered into HSEEP	Noncompetitive Procurement over \$250K	EHP Hold	Budgeted Cost
													\$ -

The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program

Release Date: May 13, 2022

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that have an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at [Unique Entity Identifier Update | GSA](#).

Visit [Grants.gov](#) for registration information. Detailed information regarding UEI and SAM is also provided in Section D of this funding notice.

Additional Information can be found on [Grants.gov](#).

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FEMA

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9. Program Category
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2. Projected Number of Awards: 56
3. Period of Performance: 36 months
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A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.067



3. Assistance Listings Title

Homeland Security Grant Program

4. Funding Opportunity Title

Fiscal Year 2022 Homeland Security Grant Program (HSGP)

- State Homeland Security Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

5. Funding Opportunity Number

DHS-22-GPD-067-000-02

6. Authorizing Authority for Program

Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103)

8. Announcement Type

Initial

9. Program Category

Preparedness: Community Security

10. Program Overview, Objectives and Priorities

a. Overview

The Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent,



protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, the HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2022, there are three components of the HSGP:

1. State Homeland Security Program (SHSP): SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
2. Urban Area Security Initiative (UASI): UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
3. Operation Stonegarden (OPSG): OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

The [2022-2026 FEMA Strategic Plan](#) outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.



Finally, for FY 2022, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists who currently pose the greatest terrorism threat to the nation¹. Therefore, for FY 2022, DHS has identified six priority areas related to the most serious threats to the nation. Recipients are expected to address those priority areas with their HSGP funds.

b. Objective

The objective of the FY 2022 HSGP is to fund SLTT efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

c. Priorities

SHSP and UASI Funding Priorities

Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2022, six priority areas attract the most concern. Due to the unique threats that the nation faces in 2022, DHS/FEMA has determined that recipients should allocate a total of 30 percent of their SHSP and UASI award funds across these six priority areas. As indicated below, four of the priorities have minimum spend requirements totaling 12 percent of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 18 percent across the priorities. The following are the six priority areas for FY 2022, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:

1. Enhancing the protection of soft targets/crowded places – 3 percent
2. Enhancing information and intelligence sharing and analysis – 3 percent
3. Combating domestic violent extremism – 3 percent
4. Enhancing cybersecurity – no minimum percent
5. Enhancing community preparedness and resilience – 3 percent



6. Enhancing election security – no minimum percent

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D.10.b.II of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30 percent) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area priority area (as applicable) and overall 30 percent of total SHSP and UASI funds.

A state or high-risk urban area must allocate the remaining 70 percent of their funding to gaps identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

1. Effective planning²
2. Training and awareness campaigns
3. Equipment and capital projects
4. Exercises

The table below provides a breakdown of the FY 2022 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the [Preparedness Grants Manual](#). DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

National Priorities

Priorities	Core Capabilities	Lifelines	Example Project Types
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FEMA

<p>Enhancing Cybersecurity</p>	<p>Cybersecurity</p> <p>Intelligence and information sharing</p> <p>Planning</p> <p>Public information and warning</p> <p>Operational coordination</p> <p>Screening, search, and detection</p> <p>Access control and identity verification</p> <p>Supply chain integrity and security</p> <p>Risk management for protection programs and activities</p> <p>Long-term vulnerability reduction</p> <p>Situational assessment</p> <p>Infrastructure systems</p> <p>Operational communications</p>	<p>Safety and Security</p>	<p>Cybersecurity risk assessments</p> <p>Migrating online services to the “.gov” internet domain</p> <p>Projects that address vulnerabilities identified in cybersecurity risk assessments</p> <p>Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency (CISA), and the National Institute of Standards and Technology Cybersecurity Framework</p> <p>Cybersecurity training and planning</p>
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<p>Enhancing the Protection of Soft Targets/ Crowded Places</p>	<p>Operational coordination</p> <p>Public information and warning</p> <p>Intelligence and information sharing</p> <p>Interdiction and disruption</p> <p>Screening, search, and detection</p> <p>Access control and identity verification</p> <p>Physical protective measures</p> <p>Risk management for protection programs and activities</p>	<p>Safety and Security</p>	<p>Operational overtime</p> <p>Physical security enhancements</p> <p>Closed-circuit television (CCTV) security cameras Security screening equipment for people and baggage Lighting Access controls Fencing, gates, barriers, etc.</p> <p>Unmanned aircraft system detection technologies</p>
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<p>Enhancing information and intelligence sharing and analysis</p>	<p>Intelligence and information sharing</p> <p>Interdiction and disruption</p> <p>Planning</p> <p>Public information and warning</p> <p>Operational coordination</p> <p>Risk management for protection programs and activities</p>	<p>Safety and Security</p>	<p>Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment)</p> <p>Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities</p> <p>Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation</p> <p>Identification, assessment, and reporting of threats of violence</p> <p>Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS</p>
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<p>Combating Domestic Violent Extremism</p>	<p>Interdiction and disruption</p> <p>Intelligence and information sharing</p> <p>Planning</p> <p>Public information and warning</p> <p>Operational coordination</p> <p>Risk management for protection programs and activities</p>	<p>Safety and Security</p>	<p>Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats</p> <p>Sharing and leveraging intelligence and information, including open-source analysis</p> <p>Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists</p> <p>Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization</p> <p>Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism</p>
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<p>Enhancing Community Preparedness and Resilience</p>	<p>Planning</p> <p>Public Information and Warning</p> <p>Community Resilience</p> <p>Risk Management for Protection</p> <p>Programs and Activities</p> <p>Mass Care Services</p> <p>Intelligence and Information Sharing</p> <p>Risk and Disaster Resilience Assessment</p> <p>Long Term Vulnerability Reduction</p>	<p>Safety and Security</p>	<p>Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically undeserved communities, including procurement of appropriate tools, equipment and training aides</p> <p>Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity</p> <p>Provide continuity training, such as FEMA’s Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations such as homeless shelters, food pantries, nonprofit medical providers and senior care facilities to bolster their resilience to all hazards</p> <p>Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans</p> <p>Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households</p> <p>Execute <u>You are the Help Until the Help Arrives</u> workshops in concert with community-based</p>
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<p>Enhancing Election Security</p>	<p>Cybersecurity</p> <p>Intelligence and information sharing</p> <p>Planning</p> <p>Long-term vulnerability reduction</p> <p>Situational assessment</p> <p>Infrastructure systems</p>	<p>Safety and Security</p>	<p>Physical security planning support</p> <p>Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc.</p> <p>General election security navigator support</p> <p>Cyber navigator support</p> <p>Cybersecurity risk assessments, training, and planning</p> <p>Projects that address vulnerabilities identified in cybersecurity risk assessments</p> <p>Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection</p> <p>Distributed Denial Of Service protection</p> <p>Migrating online services to the “.gov” internet domain</p>
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Enduring Needs

Priorities	Core Capabilities	Lifelines	Example Project Types
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<p>Planning</p>	<p>Planning</p> <p>Risk management for protection programs and activities</p> <p>Risk and disaster resilience assessment</p> <p>Threats and hazards identification</p> <p>Operational coordination</p> <p>Community resilience</p>	<p>Safety and Security</p>	<p>Development of: Security Risk Management Plans Threat Mitigation Plans Continuity of Operations Plans Response Plans</p> <p>Efforts to strengthen governance integration between/among regional partners</p> <p>Joint training and planning with DHS officials and other entities designated by DHS</p> <p>Cybersecurity training and planning</p> <p>Revision of existing plans to strengthen community resilience in underserved communities</p>
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<p>Training & Awareness</p>	<p>Long-term vulnerability reduction</p> <p>Public information and warning</p> <p>Operational coordination</p> <p>Situational assessment</p> <p>Community resilience</p>	<p>Safety and Security</p>	<p>Active shooter training</p> <p>Intelligence analyst training</p> <p>SAR and terrorism indicators/behaviors training</p> <p>Security training for employees</p> <p>Public awareness/preparedness campaigns</p> <p>Joint training and planning with DHS officials and other entities designated by DHS</p> <p>Cybersecurity training and planning</p> <p>Sharing and leveraging intelligence and information</p> <p>Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations</p>
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<p>Equipment & Capital Projects</p>	<p>Long-term vulnerability reduction</p> <p>Infrastructure systems</p> <p>Operational communications</p> <p>Interdiction and disruption</p> <p>Screening, search and detection</p> <p>Access control and identity verification</p> <p>Physical protective measures</p>	<p>Safety and Security</p>	<p>Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments</p> <p>Physical security enhancements</p> <p>Security cameras (CCTV)</p> <p>Security screening equipment for people and baggage</p> <p>Lighting</p> <p>Access Controls</p> <p>Fencing, gates, barriers, etc.</p> <p>Enhancing Weapons of Mass Destruction (WMD) and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities</p> <p>Chemical/Biological/Radiological/Nuclear/Explosive (CBRNE) detection, prevention, response, and recovery equipment</p>
<p>Exercise</p>	<p>Long-term vulnerability reduction</p> <p>Operational coordination</p> <p>Operational communications</p> <p>Community resilience</p>	<p>Safety and Security</p>	<p>Response exercises, including exercise planning with community-based organizations</p>



For FY 2022, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the four National Priority Areas with associated minimum spend requirements. Each of these four investments must also account for at least the relevant minimum percentage (12 percent) of the applicant's SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the National Priority Area IJs, but are not required to do so. **As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism.** However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at <https://www.fema.gov/national-preparedness-system>. Detailed information on THIRA/SPR timelines and deadlines can be found in the [Preparedness Grants Manual](#).

OPSG Funding Priorities

The table below provides a breakdown of the FY 2022 OPSG funding priority, which remains focused on and unique to border security.

National Priorities

Priorities	Core Capabilities	Lifelines	Example Project Types
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<p>Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS</p>	<p>Intelligence and information sharing</p>	<p>Safety and Security</p>	<p>Participation in the DHS/ICE 287(g) training program</p> <p>Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities</p> <p>Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation</p> <p>Identification, assessment, and reporting of threats of violence</p> <p>Joint intelligence analysis training and planning with DHS officials and other entities designated</p>
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For FY 2022, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

11. Performance Measures

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
 - Number of arrests that resulted from OPSG contacts
 - Value of drug seizures that resulted from OPSG contacts

B. Federal Award Information

1. Available Funding

\$1,120,000,000

HSGP Programs	FY 2022 Allocation
SHSP	\$415,000,000
UASI	\$615,000,000
OPSG	\$90,000,000
Total	\$1,120,000,000

SHSP Allocations

For FY 2022, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. **THIRA/SPR results do not impact grant allocations or awards.**

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four



territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for each of the four National Priority Areas with a minimum spend requirement. **All projects related to the minimum spend for the National Priority Area must be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the state's SHSP allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30 percent** of the total SHSP allocation.

FY 2022 SHSP Allocations

State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
Alabama	\$4,847,500	Montana	\$4,847,500
Alaska	\$4,847,500	Nebraska	\$4,847,500
American Samoa	1,108,000	Nevada	\$4,847,500
Arizona	\$4,847,500	New Hampshire	\$4,847,500
Arkansas	\$4,847,500	New Jersey	\$7,074,841

State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
California	\$57,035,623	New Mexico	\$4,847,500
Colorado	\$4,847,500	New York	\$68,033,267
Connecticut	\$4,847,500	North Carolina	\$5,085,387
Delaware	\$4,847,500	North Dakota	\$4,847,500
District of Columbia	\$5,085,387	Northern Mariana Islands	\$1,108,000
Florida	\$9,343,905	Ohio	\$6,190,947
Georgia	\$5,288,656	Oklahoma	\$4,847,500
Guam	\$1,108,000	Oregon	\$4,847,500
Hawaii	\$4,847,500	Pennsylvania	\$8,136,252
Idaho	\$4,847,500	Puerto Rico	\$4,847,500



State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
Illinois	\$13,894,910	Rhode Island	\$4,847,500
Indiana	\$4,847,500	South Carolina	\$4,847,500
Iowa	\$4,847,500	South Dakota	\$4,847,500
Kansas	\$4,847,500	Tennessee	\$4,847,500
Kentucky	\$4,847,500	Texas	\$18,210,451
Louisiana	\$4,847,500	U.S. Virgin Islands	\$1,108,000
Maine	\$4,847,500	Utah	\$4,847,500
Maryland	\$7,074,841	Vermont	\$4,847,500
Massachusetts	\$6,190,947	Virginia	\$8,136,252
Michigan	\$5,085,387	Washington	\$6,190,947



State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
Minnesota	\$4,847,500	West Virginia	\$4,847,500
Mississippi	\$4,847,500	Wisconsin	\$4,847,500
Missouri	\$4,847,500	Wyoming	\$4,847,500
Total			\$415,000,000

UASI Allocations

Eligible candidates for the FY 2022 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at <https://www.census.gov/programs-surveys/metro-micro.html>. **THIRA/SPR results do not impact grant allocations or awards.**

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for each of the four National Priority Areas with minimum spend requirements. **All projects related to the minimum spend for the National Priority Area must be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the urban area's

UASI allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30 percent** of the total UASI allocation.

FY 2022 UASI Allocations

State/Territory	Urban Area	FY 2022 UASI Allocation
Arizona	Phoenix Area	\$5,250,000.00
California	Anaheim/Santa Ana Area	\$5,250,000.00
California	Bay Area	\$37,049,000.00
California	Los Angeles/Long Beach Area	\$67,182,000.00
California	Riverside Area	\$3,900,000.00
California	Sacramento Area	\$3,800,000.00
California	San Diego Area	\$16,696,000.00
Colorado	Denver Area	\$3,900,000.00
District of Columbia	National Capital Region	\$51,127,000.00
Florida	Miami/Fort Lauderdale Area	\$14,750,000.00
Florida	Orlando Area	\$3,800,000.00
Florida	Tampa Area	\$3,800,000.00
Georgia	Atlanta Area	\$6,700,000.00
Illinois	Chicago Area	\$67,182,000.00
Indiana	Indianapolis Area	\$1,500,000.00
Louisiana	New Orleans Area	\$1,500,000.00
Maryland	Baltimore Area	\$3,800,000.00

Massachusetts	Boston Area	\$16,900,000.00
Michigan	Detroit Area	\$5,250,000.00
Minnesota	Twin Cities Area	\$5,250,000.00
Missouri	Kansas City Area	\$1,500,000.00
Missouri	St. Louis Area	\$3,800,000.00
Nevada	Las Vegas Area	\$5,250,000.00
New Jersey	Jersey City/Newark Area	\$18,915,000.00
New York	New York City Area	\$176,599,000.00
North Carolina	Charlotte Area	\$3,800,000.00
Ohio	Cincinnati Area	\$1,500,000.00
Ohio	Cleveland Area	\$1,500,000.00
Oregon	Portland Area	\$3,800,000.00
Pennsylvania	Philadelphia Area	\$16,900,000.00
Pennsylvania	Pittsburgh Area	\$1,500,000.00
Texas	Dallas/Fort Worth/Arlington Area	\$16,900,000.00
Texas	Houston Area	\$24,600,000.00
Texas	San Antonio Area	\$3,800,000.00
Virginia	Hampton Roads Area	\$3,800,000.00
Washington	Seattle Area	\$6,250,000.00
Total		\$615,000,000.00

OPSG Allocations



For FY 2022, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2022 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. **The THIRA/SPR process is not required for OPSG.**

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal noncitizens, drug trafficking organizations, and noncitizen smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

2. Projected Number of Awards



56

3. Period of Performance

36 months

4. Projected Period of Performance Start Date(s)

September 1, 2022

5. Projected Period of Performance End Date(s)

August 31, 2025

6. Funding Instrument Type

Grant

C. Eligibility Information**1. Eligible Applicants**

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes under SHSP and OPSG through the SAA.

2. Applicant Eligibility Criteria

Eligible high-risk urban areas for the FY 2022 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.



In FY 2022, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2022, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a **current employee, personnel, official, staff, or leadership** of the non-federal entity; and 2) **duly authorized to apply** for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and **provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.**

3. Other Eligibility Criteria

a. National Incident Management System (NIMS) Implementation

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for



progress and achievement reporting is on FEMA's website at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

Please see the [Preparedness Grants Manual](#) for more information on NIMS.

B. Emergency Management Assistance Compact (EMAC) Membership

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2022 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

C. Law Enforcement Terrorism Prevention Activities (LETPA)

Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. ***For FY 2022, DHS/FEMA is requiring that at least 30 percent of grant funding appropriated under HSGP is used for LETPA.*** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least **30 percent** of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 30 percent LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 30 percent LETPA allocation requirement is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below. The [Preparedness Grants Manual](#) includes additional information on project selection considerations and allowable activities for LETPA investments.



The [National Prevention Framework](#) describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

4. Cost Share or Match

There is no cost share or match requirement for the FY 2022 HSGP.

D. Application and Submission Information

1. Key Dates and Times

a. Application Start Date:

May 13, 2022

b. Application Submission Deadline:

June 13, 2022 at 5 p.m. ET

All applications **must** be received by the established deadline. The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may



include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Anticipated Funding Selection Date:

No later than August 17, 2022

D. Anticipated Award Date:

No later than September 30, 2022

E. Other Key Dates

Event	Suggested Deadline for Completion
Obtaining an UEI number	Four weeks before actual submission deadline

Event	Suggested Deadline for Completion
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering in Grants.gov	Four weeks before actual submission deadline
Starting application in Grants.gov	One week before actual submission deadline
Submitting the final application in ND Grants	By submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

See the [Preparedness Grants Manual](#) for requesting and submitting an application.

Initial applications are processed through the [Grants.gov](#) portal. Final applications are completed and submitted through FEMA's Non-Disaster Grants (ND Grants) System. Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>.

Hard copies of the NOFO can be downloaded at [Grants.gov](#) or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.



4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

1. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
2. In the application, provide an UEI number;
3. Have an account with login.gov;
4. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
5. Create a Grants.gov account;
6. Add a profile to a Grants.gov account;
7. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
8. Register in ND Grants
9. Submit an initial application in Grants.gov;
10. **Submit the final application in ND Grants, including electronically signing applicable forms; and**
11. Continue to maintain an active SAM registration with current information at all times during which they have an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on their immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify a UEI number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

6. How to Register to Apply through Grants.gov

For information on how to register to apply through Grants.gov, please see the [Preparedness Grants Manual](#).



7. How to Submit an Initial Application to FEMA via Grants.gov

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, applicants can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying

For further information on how to submit an initial application via Grants.gov, please see the [Preparedness Grants Manual](#).

8. Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see <https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system>.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the [SF-424 family on Grants.gov](#).



Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5:00 PM ET** on the application deadline date. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

10. Content and Form of Application Submission

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.



I. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
 - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
 - To comply with 2 C.F.R. § 200.402 - 2 C.F.R. § 200.405, HSGP applicants must complete and submit an SF-424A or SF-424C, as appropriate, reflecting cost breakdown per budget cost categories per sub-program (SHSP, UASI, OPSG) and Management and Administration costs as applicable to align with the SHSP and UASI allocations and OPSG requests. The SF-424A or SF-424C with the pre-filled requirements can be found with the HSGP NOFO and associated attachments on grants.gov. Adjustments to the SF-424A or SF-424 C may be required after the FY 2022 OPSG allocations are finalized. GPD Grants Management Specialists will contact applicants for any necessary revisions.
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants
 - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
 - **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
 - **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be



available or contact the relevant FEMA staff identified in Section G of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

b. Program-Specific Required Forms and Information

I. IJ Development: SHSP and UASI

As part of the FY 2022 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for the National Priority Areas. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2022 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the four National Priority Areas with a minimum spend requirement (Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, and Community Preparedness and Resilience) identified in this NOFO. Each of these IJs must also meet or exceed the minimum percent spend requirement based on the applicant’s SHSP and UASI allocation stated in this NOFO. **All projects associated with the minimum spend of a National Priority Area *must* be submitted in the same IJ.** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include an IJ for each National Priority Area that meets the minimum spend requirement will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30 percent of the total

SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness; and
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly and equitably to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategy Implementation Report (BSIR) due by January 30, 2023. This includes IJs for the National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2022 BSIR. DHS/FEMA will not reduce FY 2022 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

II. Development of Investments and Projects: SHSP and UASI

- Applicants must propose at least four and may include up to 12 investments.



- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
 - Project name;
 - Project description;
 - Subrecipient name, if applicable;
 - Recipient type (e.g., state or local);
 - Project location (zip code of the primary location of the project);
 - Primary core capability the project supports;
 - Whether the project activities are shareable and deployable; and
 - Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

III. National Priority Area Investments: SHSP and UASI

States are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

- **Soft Targets/Crowded Places (3 percent)**

Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to

enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, polling places, and similar facilities.

The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's and high-risk urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are also encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#) and the [National Institute of Standards and Technology](#).

■ Information and Intelligence Sharing (3 percent)

Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and

operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism – including both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's and high-risk urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for information sharing and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

■ **Domestic Violent Extremism (3 percent)**

As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including leveraging lawful protests to incite violence, intimidate targets, and promote their violent

extremist ideologies.

Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the state's and high-risk urban area's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through [Center for Prevention Programs and Partnerships | Homeland Security \(dhs.gov\)](#).

■ **Cybersecurity (no minimum percent)**

Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2022 HSGP grant awards will be required to complete the 2022 [Nationwide Cybersecurity Review \(NCSR\)](#), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2022 NCSR is estimated to be open from October 2022 – February 2023.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive



HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see [IB 439](#).

Additional resources and information regarding cybersecurity are available through the [Cybersecurity and Infrastructure Security Agency](#) and the [National Institute of Standards and Technology](#).

■ **Community Preparedness and Resilience (3 percent)**

Community organizations are the backbones of American civic life, both during “blue skies” and in the aftermath of terrorist attacks. Community organizations, such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community’s resilience. FEMA’s [2021 National Household Survey](#) recorded an 11% decline in the number of Americans that have taken at least three preparedness actions to bolster individual and household resilience. In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.

Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial treatment of all individuals before, during, and after a disaster.



The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

These factors underpin the requirement that at least one investment must be in support of the state's and urban area's efforts to address community preparedness and resilience. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for community preparedness and resilience and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding community preparedness and resilience are available through [Individuals and Communities | FEMA.gov](https://www.fema.gov/individuals-and-communities).

■ **Election Security (no minimum percent)**

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, while not required, applicants are encouraged to submit an investment related to their election security needs.



If submitted, the investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. **Any activities proposed that could be used to suppress voter registration or turnout will not be approved.**

Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

IV. Development of Fusion Center Projects: SHSP and UASI

Each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center; and
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the [Preparedness Grants Manual](#).

Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

The X Fusion enhancement project will fund:

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2022.XXX*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

Solution Area and Amount of Proposed Funding	Percent of Proposed Funding
Planning: \$10,000	2%
Organization: \$200,000	48%
Equipment: \$200,000	48%
Training: \$10,000	2%
Exercises: \$0	0%
Total: \$420,000	100%

V. Completing IJs in the Grant Reporting Tool (GRT): SHSP and UASI

In the Related Documents section of the [Grants.gov](https://www.grants.gov) posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in [Grants.gov](https://www.grants.gov) posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

Applicants must ensure the appropriate National Priority Area “Investment Type” (*Overview Tab – Investment Information Section*) is selected for the corresponding National Priority Area.

VI. Development of Concept of Operations for OPSG

As part of the FY 2022 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other

local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priority identified below:

- **Information and Intelligence Sharing and Cooperation** Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of,

preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence. Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness. Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

VII. Detailed Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the [grants.gov](#) posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

11. Other Submission Requirements

Fusion Center Investments

Of the proposed SHSP- and UASI-funded investments, one single project must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the [Preparedness Grants Manual](#).



Emergency Communications Investments

All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state’s Single Point of Contact (SPOC) to comply with the state’s process under Executive Order 12372 (See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>).

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under most programs, including this program, is the same as the period of performance).



Federal funds made available through this award may be used for the purpose set forth in this NOFO, the [Preparedness Grants Manual](#), and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions and allowable costs.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services \(Interim\) FEMA Policy #405-143-1](#), or [superseding document](#).

Additional guidance is available [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system; or

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the [Preparedness Grants Manual](#).

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.

b. Pre-Award Costs

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

c. Management and Administration (M&A) Costs

M&A costs are allowed. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to five percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a consequence of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities. Please see the [Preparedness Grants Manual](#) for additional information on direct costs.



Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the five National Priority Areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its soft targets/crowded places investment, the recipient may credit that funding toward its requirement to allocate at least 3 percent of its award to the enhancing the protection of soft targets and crowded places National Priority Area.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to five percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

SAA 1:

- Total award: \$6,000,000
- SHSP: \$1,000,000 OPSG: \$2,500,000 UASI: \$2,500,000
- M&A Maximum: \$300,000 (5 percent of \$6,000,000)
- Maximum M&A for SHSP = \$50,000
- Maximum M&A for OPSG = \$125,000. Of that amount, \$62,500 (2.5 percent) may be retained from the OPSG allocation, and the other \$62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$50,000 available to manage the SHSP allocation.
- Maximum M&A for UASI = \$125,000

SAA 2:



- Total award: \$4,500,000
- SHSP: \$3,500,000 OPSG: \$1,000,000
- M&A Maximum: \$225,000 (5 percent of \$4,500,000)
- Maximum M&A for SHSP = \$175,000
- Maximum M&A for OPSG = \$50,000. Of that amount, \$25,000 (2.5 percent) may be retained from the OPSG allocation, and the other \$25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$175,000 available to manage the SHSP allocation.

HSGP recipients are also reminded that any M&A charged to a recipient's or subrecipient's UASI funding must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to SHSP or OPSG funding. Similarly, any M&A charged to a recipient's or subrecipient's SHSP or OPSG funding cannot be used to cover M&A costs directly allocable to UASI funding.

Please note, [IB 365: Management and Administration Costs in the Homeland Security Grant Program](#) and DHS/FEMA [Policy 207-087-1](#) **do not apply to awards made in FY 2022 under this NOFO**. Please also reference [IB 416](#) for additional clarification on OPSG M&A, but to the extent that there is any conflict between IB 416 and this NOFO, the requirements of this NOFO will apply to FY 2022 awards made under this NOFO.

D. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further

instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

E. Funds Transfer Restriction

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

F. Other Direct Costs

I. Planning

Planning costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

II. Organization

Organization costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

III. Equipment

Equipment costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

- **General Purpose Equipment** HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC³ and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended.



Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
 - Emergency medical services (EMS) equipment and vehicles;
 - Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized CBRNE response;
 - Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
 - Office equipment for staff⁴ engaged in homeland security program activity.
- **Controlled Equipment** For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As discussed below, certain equipment is "prohibited" and is not allowable under HSGP. For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. The purchase of tracked armored vehicles, camouflage uniforms, weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds under this program must also comply with [IB 426](#) and may not be used for the purchase of the following equipment: 1) firearms; 2) ammunition; 3) grenade launchers; 4) bayonets; or 5) weaponized

aircraft, vessels, or vehicles of any kind with weapons installed.

IV. Training

Training costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

V. Exercises

Exercise costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

VI. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap, please see FEMA [IB 421b](#), Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act. Please see the [Preparedness Grants Manual](#) for more information.

VII. Operational Overtime

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA. Operational overtime costs are also subject to the 50 percent personnel cap. Please see the [Preparedness Grants Manual](#) for more information.

VIII. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the [Preparedness Grants Manual](#). International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.



IX. Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the Environmental Planning and Historical Preservation (EHP) approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit [SF-424C and SF-424D](#). Please see the [Preparedness Grants Manual](#) for more information.

X. Maintenance and Sustainment

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable. Please see the [Preparedness Grants Manual](#) for more information.

XI. Critical Emergency Supplies

Critical emergency supplies are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

XII. Secure Identification

Secure Identification costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs,



please contact the appropriate HQ FEMA Preparedness Officer. For additional information on allowable costs, see the [Preparedness Grants Manual](#).

TABLE

[1] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

[2] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

I. Risk Methodology

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the [Preparedness Grants Manual](#) for additional information on the risk methodology.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, “Available Funding for the NOFO.”

II. Application Evaluation Criteria

FEMA will evaluate the FY 2022 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA’s review will include verification that each IJ and project:



- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including



whether the applicant is suspended or debarred.

FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

1. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
2. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
3. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

I. SHSP and UASI

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO.



The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and the DHS Emergency Communications Division (ECD) to verify compliance with SAFECOM guidance. FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2022 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the [Preparedness Grants Manual](#).



Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Community preparedness and resilience investments will be reviewed by DHS/FEMA and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This includes factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30 percent) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of the December 2022 BSIR, they will have funds placed on hold in the amount of 30 percent. The hold will be released only after their December 2022 BSIR submission has been reviewed, and projects related to the National Priority Areas deemed in alignment by DHS/FEMA.

SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.



To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2022 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (40%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

II. OPSG



Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the [Preparedness Grants Manual](#).

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2022 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2022 Operations Orders to designated localities within border states and territories.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the [Preparedness Grants Manual](#) as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

See the [Preparedness Grants Manual](#) for information on Notice of Award.

2. Pass-Through Requirements



Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

Four criteria must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

Timing and Amount

The SAA must pass-through at least 80 percent of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAA's are sent notification of HSGP awards via the GPD's ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45 calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants



system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 25, 2022, while the period of performance dates for that award are September 1, 2022, through August 31, 2025. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2022 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2022, would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. **A letter of intent (or equivalent) to distribute funds is not considered sufficient.** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. **The Commonwealth of Puerto Rico is required to comply with the pass-through requirement**, and its SAA must also obligate at least 80 percent of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20 percent of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of

both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2022, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer.

However, even if a written consent agreement is in place from previous fiscal years, **the SAA must still initially carry out the pass-through documentation for its FY 2022 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2022 funding.**

Additional OPSG Requirements

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

3. Administrative and National Policy Requirements

In addition to the requirements in this section and elsewhere in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the [Preparedness Grants Manual](#) for additional information on administrative and national policy requirements, including the following:

- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation
- [SAFECOM Guidance on Emergency Communications Grants](#)



a. DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

Recipients must complete the [DHS Civil Rights Evaluation Tool](#) within 30 days of receipt of the Notice of Award. Information about this requirement and a fuller list of the civil rights provisions that apply to recipients can be found in the [DHS Standard Terms and Conditions of Award](#). Additional information on civil rights provisions is available at <https://www.dhs.gov/civil-rights-resources-recipients-dhs-financial-assistance> and <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that

have been denied such treatment.

c. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

FEMA grant funding for new construction or substantial improvement must comply with [Executive Order \(EO\) 14030, Climate-Related Financial Risk](#) and applicable FEMA implementing policies in place at the time of disbursement, including [FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\) \(fema.gov\)](#) or superseding policies.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.



The GPD EHP screening form is located at <https://www.fema.gov/media-library/assets/documents/90195>. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at <https://www.fema.gov/media-library/assets/documents/85376>.

d. National Incident Management System (NIMS) Implementation

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the [*SAFECOM Guidance on Emergency Communications Grants*](#). The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the time of the first Program Performance Report submission.
 - All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.
 - By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/additional emergency communications exercises are not required). Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the [Preparedness Grants Manual](#).

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the [Preparedness Grants Manual](#) for information on reporting requirements.

5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or



desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program.

Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

See the [Preparedness Grants Manual](#) for information on monitoring and oversight.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns.

CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Grant Programs Directorate (GPD) Award Administration Division



GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. Equal Rights

The FEMA Office of Equal Rights (OER), in coordination with the DHS Office for Civil Rights and Civil Liberties, is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. Environmental Planning and Historic Preservation

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. Grants.gov

For technical assistance with [Grants.gov](https://www.grants.gov), call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

b. Non-Disaster (ND) Grants

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.dhsgov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at <https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system>



c. Payment and Reporting System (PARS)

FEMA uses the [Payment and Reporting System \(PARS\)](#) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

H. Additional Information

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Whole Community Preparedness
- Other Post-Award Requirements

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2



C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. §200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO or in the [Preparedness Grants Manual](#).

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 ([Evidence Act](#)), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient’s FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Please see the [Preparedness Grants Manual](#) for more information.

Footnotes

1. Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, May 2021.
2. Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

3. Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.
4. This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.



FEMA



***Cal* OES**

**GOVERNOR'S OFFICE
OF EMERGENCY SERVICES**

**Fiscal Year 2022
Homeland Security Grant Program**

***California Supplement to the
Federal Notice of Funding Opportunity***

September 2022

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- A – FY 2022 HSGP Final Allocations
- B – FY 2022 HSGP Timeline
- C – FY 2022 HSGP Application Checklist

Federal Program Announcement	<p>In May 2022, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP), Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual.</p> <p>Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2, Code of Federal Regulations (C.F.R.), Part 200.</p>
Information Bulletins	<p>DHS issues Information Bulletins (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.</p>
Grant Management Memoranda	<p>Cal OES issues Grant Management Memoranda (GMMs) which provide additional information and requirements regarding HSGP funds.</p>
Purpose of the California Supplement	<p>The FY 2022 HSGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA Preparedness Grants Manual. Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2021 and FY 2022 HSGP and highlight additional California policies and requirements applicable to FY 2022 HSGP.</p>
Eligible Subrecipients	<p>Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), Urban Areas (UAs), State Agencies (SAs), Departments, Commissions, and Boards who have or can obtain appropriate state Department of Finance budget authority for awarded funds, and federally recognized tribes located in California.</p>
Tribal Allocations	<p>The NOFO strongly encourages Cal OES to provide HSGP funds directly to tribes in California. To implement this requirement, a special Request for Proposal will be issued to California's federally recognized tribes. All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.</p>

Subrecipient Allocations	FY 2022 HSGP Subrecipient final allocations are provided in Attachment A and reflect reductions to Subrecipients who did not submit minimum thresholds for National Priority Areas, including Subrecipients opting out of the award altogether, and increases to Subrecipients that are helping meet statewide minimum level National Priority Area requirements.
Supplanting	Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources that occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of the activity associated with this improper use of federal grant funds.
Public/Private Organizations	Subrecipients may contract with other public or private organizations to perform eligible activities on approved HSGP projects.
Debarred/ Suspended Parties	<p>Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.</p> <p>Subrecipients must obtain documentation of eligibility before making any subaward or contract using HSGP funds and must be prepared to present supporting documentation to monitors/auditors.</p> <p>Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at 2 C.F.R. § 180.335. The rule also applies to Subrecipients who pass through funding to other local entities.</p> <p>If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at 2 C.F.R. § 180.335, immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.</p>

**Key Changes to
the FY 2022
HSGP**

National Priority Areas: There are six National Priority Areas (NPAs) for FY 2022 compared to five in FY2021: one NPA was removed and two were added. SHSP and UASI applicants must include one Investment Justification (IJ) for each NPA that has a minimum spend requirement, where applicable. For the NPAs with no minimum spend requirement, the Department of Homeland Security strongly encourages recipients to make investments in those areas as they are of critical national concern. For those NPAs that have an associated minimum spend, **all projects related to meeting the minimum spend for those NPAs must be included in the same IJ.**

The six NPAs, along with the relevant minimum spend requirement, are:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including the Department of Homeland Security – 3% minimum;
- Enhancing the protection of soft targets/crowded places – 3% minimum;
- Enhancing cybersecurity – no minimum requirement;
- **NEW:** Enhancing community preparedness and resilience – 3% minimum;
- Combating domestic violent extremism – 3% minimum;
- **NEW:** Enhancing election security – no minimum requirement.

Unique Entity Identifier: Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI.

Law Enforcement Terrorism Prevention Activities: Increased from 25% to 30% of the subaward.

Investment Justifications: Investments are updated for FY 2022.

Build America, Buy America Act (BABAA): The BABAA requires all federal agencies, including FEMA, to ensure by May 14, 2022, that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

For FY22 Awards, the BABAA requirement is waived.

Section 2– Federal Changes and Initiatives | 2022

FY 2022 National Priorities

DHS/FEMA annually publishes the [National Preparedness Report](#) (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

HSGP Subrecipients are required to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the Threat Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process.

DHS/FEMA continually assess changes to the threat landscape to further the National Preparedness Goal (NPG) of a secure and resilient nation. The following are national priority areas for FY 2022, including the corresponding percentage of funds required in each area:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – 3%;
- Enhancing the protection of soft targets/crowded places - 3%;
- Enhancing cybersecurity – no minimum;
- Enhancing community preparedness and resilience – 3%
- Combating domestic violent extremism through enhanced intelligence collection & analysis, training, and community resilience – 3%; and
- Enhancing election security – no minimum.

The NPA specifically addressing emerging threats has been removed, but activities in this category remain allowable expenses under other investment areas. Further, **applicants must spend a minimum of 30% of their SHSP and UASI awards across the six NPAs but have new flexibility on how that funding is allocated.** Although 12% is required in minimum spending across four NPAs, as noted above, the remaining 18% can be allocated across any of the six NPAs. Election security and Enhancing Cybersecurity do not require a minimum allocation.

National Priority projects will be reviewed for effectiveness by DHS/FEMA and must be deemed effective prior to the obligation or expenditure of funds.

**FY 2022 National
Priorities (cont.)**

Projects requiring additional information for DHS/FEMA to determine effectiveness of the project, or projects deemed ineffective, will have a hold placed on their subaward pending submission of requested information and DHS/FEMA approval. Once a project is approved by DHS/FEMA, modifications to the project have special restrictions regarding modifications as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the National Priority Project Modification Form.

Effectiveness will be evaluated by DHS/FEMA, Cybersecurity and Infrastructure Security Agency, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and/or other DHS components, as appropriate. FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness, based on the following four factors:

- **Investment Strategy (40%):** Projects will be evaluated based on the quality and extent to which the strategy effectively demonstrates supporting the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the nation.
- **Budget (20%):** Projects will be evaluated based on the extent to which a budget plan for each investment demonstrates how grant expenditures maximize cost effectiveness.

FY 2022 National Priorities (cont.)

- **Impact/Outcomes (40%):** Projects will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses national priorities outlined in the FY 2022 NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which improvements are measured and/or evaluated.
- **Past Performance (additional consideration):** Projects will be evaluated based on the Subrecipient's demonstrated capability to execute the proposed investments. Under this factor, FEMA will consider the information provided by the Subrecipient and may also consider relevant information from other sources.

A detailed description of allowable investments for each national priority is included in the [FY 2022 HSGP NOFO \(Section A\)](#).

National Campaigns and Programs

Whole Community Preparedness – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize established best practices for whole community inclusion and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

National Campaigns and Programs (cont.)

Active Shooter Preparedness – DHS developed a comprehensive [Active Shooter Preparedness website](#), which strives to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

Soft Targets and Crowded Places – States, territories, UAs, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place, including town centers, shopping malls, open-air venues, outside hard targets/venue perimeters, and other places of meeting and gathering . For more information, please see DHS's [Hometown Security Program](#).

Community Lifelines – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the [Community Lifelines Implementation Toolkit website](#).

Strategic Framework for Countering Terrorism and Targeted Violence – DHS adopted the [DHS Strategic Framework for Countering Terrorism and Targeted Violence](#) which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

Countering Violent Extremism (CVE) Training - Foreign terrorist groups and individual terrorist thought leaders recruit or inspire Westerners to carry out attacks against western and U.S. targets, including individuals living in communities with the U.S. via, but not limited to, print, video, and social media, as well as through personal interaction. But we also know that violent extremism is not a phenomenon restricted solely to one community and that any effort to counter violent extremism must be applicable to all ideologically motivated violence. Efforts to provide information and training regarding CVE should emphasize the strength of local communities' approach.

National Cybersecurity Review

The [National Cybersecurity Review \(NCSR\)](#) is a required assessment for all Subrecipients of State Homeland Security Program (SHSP) and Urban Areas Security Initiative (UASI) funding to be completed between October and December 2022.

The NCSR is a no-cost, anonymous, and annual self-assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs.

Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In these cases, Subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by Cal OES.

The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Additional information may be found in [IB 439](#) and [429a](#).

NIMS Implementation

Prior to the allocation of any federal preparedness awards, Subrecipients must ensure and maintain the adoption and implementation of the [National Incident Management System \(NIMS\)](#).

Law Enforcement Terrorism Prevention Activities

A minimum of 30% of the total subaward amount must be dedicated to Law Enforcement Terrorism Prevention Activities (LETPA). Activities outlined in the National Prevention Framework and National Protection Framework are eligible for use of LETPA-focused funds. Additionally, investments that support LETPA can also support an NPA. All other terrorism prevention activities proposed for funding under LETPA must be formally pre-approved by FEMA. Refer to [IB 473](#) for additional information.

Management and Administration

The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for FY 2022 HSGP.

Indirect Costs

Indirect costs are allowable under the FY 2022 HSGP Grant Award. Subrecipients who claim indirect costs may do so, provided they use one of the following two methods:

Indirect Costs (cont.)

1. Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.
2. Subrecipients who have never received a negotiated indirect cost rate and receive *less than* \$35 million in *direct* federal funding per year may claim the 10% de minimis indirect cost rate based on Modified Total Direct Costs (MTDC) as defined in [2 C.F.R. § 200.1](#) and Subpart E.

Indirect costs are *in addition to* the M&A allowance and must be included in the Grant Award application as a “Project” and reflected in the Financial Management Forms Workbook (FMFW) on the Indirect cost category ledger if being claimed under the award.

Indirect costs must be based on the claimed direct project costs, excluding equipment expenditures and other distorting items. Up to \$25,000 of each subaward may be included as a direct project cost when calculating indirect costs based on MTDC.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient’s fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new indirect cost rate agreement.

Organization Costs - Overtime

Operational overtime costs are allowable *for increased security measures at critical infrastructure sites* if associated with detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events.

Pursuant to page A-4 of the [Preparedness Grants Manual](#), all operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in *Table 2: Authorized Operational Overtime Categories*.

Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explains how the overtime activity is responsive to the threat.

**Organization
Costs – Overtime
(cont.)**

Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated exigent circumstances prevented submission of a request in advance of the event or activity. Requests for overtime costs must be submitted to Cal OES via the Allowability Request Form at the time of application, if the activity will occur within one year of the final application submission. All subsequent requests must be submitted at least 60 days in advance of the activity. **All operational overtime costs must be formally pre-approved in writing by DHS/FEMA.**

Personnel Cap

Pursuant to [6 U.S.C. § 609\(b\)](#), SHSP and UASI funds may be used for personnel costs, totaling up to 50 percent of each fund source. A Subrecipient may request this requirement be waived by DHS/FEMA, via Cal OES. Requests for personnel cap waivers must be submitted separately for each fund source in writing to the Program Representative on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the Grant Award **and** in total dollar amount (waivers must be calculated separately for SHSP and UASI, outlining salary, fringe benefits, and any M&A costs).

Subrecipient requests to exceed the personnel cap must be received by Cal OES at the time of application. Subaward modifications impacting the personnel cap will be reviewed on a case-by-case basis and may require the submittal of the above-mentioned information.

Please see [B 421b](#) for more information on the waiver process.

**Equipment
Typing/
Identification
and Use**

Allowable HSGP equipment is listed on the [FEMA Authorized Equipment List](#) (AEL) website.

Subrecipients that allocate HSGP funds towards equipment are required to type and identify the capability associated with that equipment. The [FEMA Resource Typing Library Tool \(RTL\)](#) can be used to help determine the type and capability.

Equipment Typing/ Identification and Use (cont.)

Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with HSGP funds. Special rules apply to pharmaceutical purchases, medical countermeasures, and critical emergency supplies; refer to page A-10 of the Preparedness Grants Manual for additional information.

Expenditures for general purpose equipment are allowable if they align to and support one or more core capabilities identified in the NPG, and in addition, are deployable/sharable through the Emergency Management Assistance Compact and allowable under 6 U.S.C. § 609. Refer to the NOFO and Preparedness Grants Manual for examples of allowable general-purpose equipment.

Equipment Maintenance/ Sustainment

Use of HSGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA [IBs 336](#) and [379](#), as well as Grant Programs Directorate (GPD) Policy [FP-205-402-125-1](#).

Emergency Communications Projects

All Subrecipient emergency communications projects must comply with the SAFECOM Guidance on Emergency Communications Grants and describe in their FMFW how such activities align with the goals of the Statewide Communications Interoperability Plan.

Telecom Equipment and Services Prohibitions

Effective August 13, 2020, section 889(f)(2)-(3) of the [John S. McCain National Defense Authorization Act for FY 2019 \(NDAA\)](#) and [2 C.F.R. § 200.216](#) prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following telecommunications equipment or services:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

**Telecom
Equipment and
Services
Prohibitions
(cont.)**

- 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Please see [FEMA Policy #405-143-1](#) for additional information.

**Small
Unmanned
Aircraft Systems**

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with [IB 426](#) and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. The Authorized Equipment Listing for [03OE-07-SUAS](#) details questions that must be included in the Aviation Request justification. Please reference [Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems](#) and contact your Program Representative for additional information.

**Emergency
Operations Plans**

Subrecipients must update their Emergency Operations Plan at least once every two years to remain compliant with the [Comprehensive Preparedness Guide 101 version 2.0](#).

**Conflict of
Interest**

To eliminate and reduce the impact of conflicts of interest in the subaward process, Subrecipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Subrecipients and pass-through entities are also required to follow any applicable federal, state, local, and tribal statutes or regulations governing conflicts of interest in the making of subawards.

Subrecipients must disclose to their Program Representative, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the HSGP subaward within five days of learning of the conflict of interest.

BABAA

The BABA Act requires all federal agencies, including FEMA, to ensure by May 14, 2022, that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” **For FY 2022 this requirement has been waived.** Additional information for the BABA Act is available [here](#).

Section 3– State Changes and Initiatives | 2022

**FY 2022
Investments**

The State prioritized the following investment strategies for the FY 2022 subawards:

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS **(National Priority)**;
2. Enhance the Protection of Soft Targets/Crowded Places **(National Priority)**;
3. Enhance Cybersecurity **(National Priority)**;
4. Enhancing Community Preparedness and Resilience **(National Priority)**;
5. Combating Domestic Violent Extremism **(National Priority)**;
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment;
7. Enhance Medical and Public Health Preparedness;
8. Strengthen Information Sharing and Collaboration (non-Fusion Center);
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards/Whole Community Incident Planning, Response & Recovery Capabilities;
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture); and
11. Enhance Election Security **(National Priority)**.

**California
Homeland
Security Strategy
Goals**

The State prioritized the following California Homeland Security Strategy Goals for the FY 2022 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness; and
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs.

**State Initiative
Funding**

For FY 2022, Cal OES shall retain 20% of the SHSP and 18.5% of the UASI funding for state initiatives.

“On Behalf Of”

Cal OES may, in conjunction with local approval authorities, designate funds “on behalf of” local entities who choose to decline or fail to utilize their subaward in a timely manner.

**Public Alert and
Warning**

Cal OES encourages Subrecipients to consider the use of this funding to assist their jurisdiction’s alignment with the [State of California Alert and Warning Guidelines](#), developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

Section 4– Required State Application Components | 2022

**Financial
Management
Forms Workbook**

The FY 2022 Cal OES FMFW includes:

Grant Subaward Face Sheet – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format. An active UEI# (Formerly DUNS#) is required. UEI registration information is available sam.gov.

Authorized Body of 5 – Provide the contact information of Authorized Agents (AA), delegated via the GBR or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign requests.

Project Ledger – The project ledger is used in the application process to submit funding information and is used for submitting cash requests, grant subaward modifications, and assists with the completion of the Biannual Strategy Implementation Report (BSIR).

Planning Ledger – Provides detailed information on grant-funded planning activities with a final product identified.

Organization Ledger – Provides detailed information on grant-funded organizational activities.

Equipment Ledger – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

Training Ledger – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The [Training Request Form](#) must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

Exercise Ledger – Provides detailed information on grant-funded exercises.

M&A Ledger – Provides information on grant-funded M&A activities.

**Financial
Management
Forms Workbook
(cont.)**

Indirect Costs Ledger – Provides information on indirect costs.

Consultant-Contractor Ledger – Provides detailed information on grant-funded consultants and contractors.

Authorized Agent Page – The AA Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA Page must include a valid signature on file with Cal OES and the date.

**Subrecipient
Grants
Management
Assessment**

Per [2 C.F.R. § 200.332](#), Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The [Subrecipient Grants Management Assessment Form](#) contains questions related to an organization's experience in the management of federal grant awards. It is used to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the grant application.

**Application
Attachments**

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure – Use the [FFATA Financial Disclosure Form](#) to provide the information required by the Federal Funding Accountability and Transparency Act of 2006.

Certification Regarding Lobbying – Use the [Certification Regarding Lobbying Form](#) to certify lobbying activities, as stipulated by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.

Intelligence Analysts Certificates – Pursuant to the Preparedness Grants Manual, Cal OES must have certificates for completion of training for fusion center analytical personnel. Please provide copies of certificates for each intelligence analyst, if applicable.

UASI Footprint (UASIs Only) – The Urban Area Working Group (UAWG) establishes the 'footprint' of the UA. A map or list defining the footprint must be included with the application.

UAWG Member Roster (UASIs Only) – A list of all current UAWG members with positions or titles.

Application Attachments (cont.)

Indirect Cost Rate Agreement – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.

Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit a signed, **original** of the [FY 2022 Standard Assurances](#) as part of their FY 2022 HSGP application. The required Standard Assurances can be found only in PDF format on the Cal OES website.

NOTE: Self-created Standard Assurances will not be accepted.

Operational Areas and Urban Areas

Governing Body Resolution – The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their grant application. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP);
- The resolution identifies the applicable grant years, (e.g., FY 2021, FY 2022, FY 2023); and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted.

Authorized Agent Information – For each person or position appointed by the governing body, identify the individual in the Authorized Body of 5 ledger of the FMFW.

Operational Areas and Urban Areas (cont.)

All changes in AA and contact information must be provided to Cal OES in writing. If the GBR identifies the AA by name, a new Resolution is needed when changes are made. If the GBR identifies the AA by position and/or title, changes may be made by submitting a request on the entity's letterhead, signed by an existing AA. Cal OES will not accept signatures of an AA's designee, unless authorized by the Governing Body's resolution. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

Operational Areas Only

Approval Authority Body – OAs must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for HSGP funds. Each member of the Approval Authority must provide written agreement with the OA's application for HSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the OA Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the OA Police Chiefs)

Urban Areas Only

Urban Area Working Groups (UAWGs) – Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined UA. It also must be inclusive of local Citizen Corps Council and tribal representatives. The UAWG should also ensure the integration of local emergency management, public health, and health care systems into a coordinated sustained local capability to respond effectively to a mass casualty incident. Additional group composition criteria is found in the FEMA [Preparedness Grants Manual](#).

THIRA – Subrecipients are required to submit a THIRA for all 32 core capabilities. Beginning in 2019, UAs are required to submit a THIRA every three years. An annual capability assessment will still be required.

**Urban Areas
Only (cont.)**

SPR – The SPR is an annual grant requirement for all states, territories, and UAs. It is an annual capability assessment, which helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA.

**Fusion Centers
Only**

All fusion center investments must align to, and reference, specific performance areas of the assessment that the funding is intended to support.

Fusion Centers are also required to follow all Reporting and Administrative Metrics for California Fusion Centers, as set forth in the Governor's Homeland Security Advisor/Cal OES Director's letter dated March 16, 2016. These operational and administrative metrics set forth an integrated and coordinated approach for regular and proactive information and intelligence sharing between all fusion centers in the California State Threat Assessment System (STAS).

**State Agencies
and Tribes Only**

State Agencies, and federally recognized tribes may submit the Signature Authorization Form in lieu of a GBR, signed by the most senior ranking official, such as the Secretary, Director, President, Chancellor, or Chairperson.

Section 5– State Application Process | 2022

Application Submission

Subrecipients must submit an electronic copy of their completed FMFW to their Program Representative for review. After the application is approved, a completed copy of the FMFW, along with all other application components must be submitted, with official signatures, by the application due date. During the application process, if it is determined not all allocated funds can be expended by the end of the period of performance, please inform a Program Representative as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2022 HSGP Timeline, referenced as Attachment B.

Late or Incomplete Application

Late or incomplete applications may be denied. If an application is incomplete, the Program Representative may request additional information. Requests for late submission of applications must be made in writing to the Program Representative prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.

HSGP Contact Information

All Subrecipient application materials, questions, comments, and correspondence should be directed to:

California Governor's Office of Emergency Services
 ATTN: Grants Management (Building E)
 Homeland Security Grants Unit
 3650 Schriever Avenue
 Mather, CA 95655

Darlene Arambula	(916) 845-8427
Christopher Camacho	(916) 845-8789
Laura Halverstadt	(916) 845-8899
Antoinette Johnson	(916) 845-8260
Jim Lane	(916) 845-8428
Vidal Lopez	(916) 845-8744
Abigayle Tirapelle	(916) 845-8400

The [Program Representative Regional Assignments Map](#) is available at the Cal OES website under "Regional Assignments".

**Subaward
Approval**

Subrecipients will receive a formal notification of award no later than 45 days after Cal OES accepts the federal grant award. The award letter must be signed, dated, and returned to Cal OES within 20 calendar days. Once the completed application, along with the signed award letter, is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES FMFW.

Section 6– Post Award Requirements | 2022

Payment Request Process

To request an advance or cash reimbursement of HSGP funds, Subrecipients must first complete a payment request using the Cal OES FMFW, returning it to the appropriate Program Representative. Subrecipients who fail to follow the workbook instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

Advances and Interest Earned on Advances

An Advance payment is a payment that is requested before Subrecipients have disbursed the funds for program purposes. Subrecipients may be paid an advance, provided they maintain a willingness and ability to maintain procedures to minimize the time elapsing between the receipt of funds and their disbursement. The timing and amount of advance payments must be as close as administratively feasible to the actual disbursements by the Subrecipient for project costs.

Federal rules require advances to be deposited in interest-bearing accounts. Interest earned amounts up to \$500 per year may be retained by Subrecipients for administrative expenses; any additional interest earned on federal advance payments must be returned annually to Cal OES.

Semi-Annual Drawdown Requirements

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur by March and October of each calendar year following final approval of the subaward application, except for the final cash request, which must be submitted within 20 calendar days after the end of the period of performance.

Modifications

Post-award budget and scope modifications must be requested using the [Cal OES HSGP FMFW v1.22](#), signed by the Subrecipient's AA, and submitted to the Program Representative.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

**Modifications
(cont.)**

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or in a document attached to the transmittal e-mail. Please reference [GMM 2018-17](#) for additional information regarding modification requests.

Modifications to National Priority Projects have additional restrictions as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the [National Priority Project Modification Form](#).

Training

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a “placeholder” for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Program Representative and the Training Branch to identify a possible “placeholder” for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a [Training Request Form](#) and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must be included on the FMFW Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the [Cal OES Training Branch](#) at (805) 594-2500.

Exercises, Improvement Plans, and After- Action Reporting

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through the THIRA and SPR process, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with HSGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- christopher.camacho@caloes.ca.gov

For exercise-related issues and/or questions, please email the Cal OES Exercise Team at exercise@caloes.ca.gov.

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

Procurement Standards and Written Procedures

Subrecipients must conduct procurement utilizing documented local government procurement standards and procedures, or the federal procurement standards found in [2 C.F.R. Part 200](#), whichever is more strict. Procurement standards must also contain a written conflict of interest policy which reflect applicable federal, state, local, and tribal laws.

Procurement Thresholds

Effective June 20, 2018, the micro-purchase threshold was increased from \$3,500 to \$10,000 and the simplified acquisition threshold was increased from \$150,000 to \$250,000. These increases apply to all Subrecipient procurements executed on or after June 20, 2018. Refer to [IB 434](#) for additional information.

Procurement Documentation

Per [2 C.F.R. § 200.318\(j\)](#), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. For any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#). Documentation that would cover this information include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and other documents required by federal regulations applicable at the time a grant is awarded to a Subrecipient.

Noncompetitive Procurement

All noncompetitive procurements exceeding the simplified acquisition threshold requires Cal OES **prior** written approval to be eligible for reimbursement. This method of procurement must be approved by the local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with the Cal OES [Request for Noncompetitive Procurement Authorization](#) form. Cal OES may request additional documentation that supports the procurement effort.

Cal OES will not reimburse for any noncompetitive procurement contracts for any HSGP terrorism-related training, regardless of the cost of the training. Exceptions to this policy may be approved in limited circumstances, e.g., related to a procurement effort that has resulted in inadequate competition. Please refer to GMM2017-01A and [GMM2021-05](#) for additional guidance.

Performance Bond

Due to the risks associated with delays in vendor delivery of large equipment procurements, DHS/FEMA allows Subrecipients to obtain a "performance bond" for items that are paid for up front to ensure delivery of the equipment within the grant performance period.

Performance Bond (cont.)

Cal OES requires Subrecipients obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft, or watercraft that has been paid with HSGP funds **prior** to receiving the final product(s).

Performance Bond Waivers may be granted on a case-by-case basis and must be submitted to Cal OES prior to procurement.

Environmental Planning and Historic Preservation

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment, or a historic structure must participate in the EHP screening process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed project, and include supporting documentation.

DHS/FEMA may also require the Subrecipient to provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the form. Program Representatives will provide additional instructions should this report be required.

[EHP Screening Requests](#) should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the [FEMA GPD EHP Policy Guidance](#).

Construction and Renovation

When applying for construction activity at the time of application, including communication towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit an SF-424C Budget and Budget Detail that cites project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process was completed.

**Construction
and Renovation
(cont.)**

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed.

Project construction using SHSP and UASI funds may not exceed \$1,000,000 or 15% of the grant subaward (For the purposes of limitations on funding levels, communications towers are not considered construction).

Written approval for construction must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation.

**Inventory
Control and
Property
Management**

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

**Equipment
Disposition**

When original or replacement equipment acquired under the HSGP is no longer needed for program activities, the Subrecipient must contact the Program Representative to request disposition instructions. See [2 C.F.R. § 200.313\(e\)](#).

Performance Reporting

Subrecipients must complete a Biannual Strategic Implementation Report (BSIR) each Winter and Summer using the DHS/FEMA [Grants Reporting Tool](#) (GRT) for the duration of the subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

Access to the BSIR may be obtained through the GRT.

To create a new account, please click the link that reads, "Register for an account" and follow the instructions provided. The Subrecipient will be required to ensure up-to-date project information is entered. The Project Ledger in the FMFW may assist with the BSIR data entry process. For additional assistance with the GRT, please contact your Program Representative.

Extension Requests

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Program Representative. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

Extension Requests (cont.)

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification the activity/activities will be completed within the extended period of performance without any modification to the original Project Scope.

General questions regarding extension requirements and the extension request form, should be directed to your Program Representative. For additional information, please see IB 379. Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activities by the end of the subaward period of performance.

Progress Reports on Grant Extensions

All Subrecipients that receive Cal OES approval to extend their FY 2022 grant subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to the Subrecipient's Program Representative. Deadlines for the submission of progress reports will be established at the time of extension approval.

Monitoring

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

Monitoring (cont.)

Monitoring activities may include, but are not limited to:

- Verifying entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent modifications, including the review of timesheets and invoices as applicable;
- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with:
 - Standard Assurances, and
 - Information provided on performance reports and payment requests

NOTE: It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a “hold” placed on any future reimbursements until the “finding” is resolved.

Failure to Submit Required Reports

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished; UASIs may have a “hold” placed on any future reimbursements.

Suspension/ Termination

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

**Suspension/
Termination
(cont.)**

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special Conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or document.
- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem.

Closeout

Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed.

Subawards will be closed after:

- All funds have been requested and reimbursed, or disencumbered;
- Receiving all applicable Subrecipient reports indicating all approved work has been completed, and all funds have been distributed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications, and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

**Records
Retention**

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

**Records
Retention (cont.)**

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See [2 C.F.R. § 200.334\(f\)](#).

In order for any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#).

The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

If the State Administrative Agency's award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See [2 C.F.R. §§ 200.334, 200.336](#).

Attachment A – FY 2022 HSGP Final Allocations | 2022

*SHSP allocations reflect National Priority Area project adjustments

State Homeland Security Program (SHSP)				
Operational Area	Total Award		Operational Area	Total Award
ALAMEDA	1,650,796		ORANGE	3,091,412
ALPINE	76,144		PLACER	465,163
AMADOR	113,439		PLUMAS	93,069
BUTTE	267,310		RIVERSIDE	2,398,206
CALAVERAS	117,971		SACRAMENTO	1,578,910
COLUSA	90,054		SAN BENITO	137,459
CONTRA COSTA	1,178,218		SAN BERNARDINO	2,161,778
DEL NORTE	100,963		SAN DIEGO	3,210,706
EL DORADO	256,681		SAN FRANCISCO	878,889
FRESNO	1,039,637		SAN JOAQUIN	823,129
GLENN	203,261		SAN LUIS OBISPO	342,776
HUMBOLDT	203,934		SAN MATEO	785,320
IMPERIAL	246,059		SANTA BARBARA	499,634
INYO	93,103		SANTA CLARA	1,882,403
KERN	942,855		SANTA CRUZ	329,270
KINGS	220,013		SHASTA	247,206
LAKE	126,761		SIERRA	78,080
LASSEN	94,530		SISKIYOU	116,808
LOS ANGELES	9,481,458		SOLANO	501,616
MADERA	225,137		SONOMA	671,457
MARIN	320,277		STANISLAUS	599,127
MARIPOSA	91,259		SUTTER	169,573
MENDOCINO	160,849		TEHAMA	137,052
MERCED	346,225		TRINITY	90,284
MODOC	83,289		TULARE	528,108
MONO	87,762		TUOLUMNE	127,742
MONTEREY	488,715		VENTURA	870,206
NAPA	0		YOLO	285,965
NEVADA	171,573		YUBA	148,878
*Total				41,728,499

Fusion Centers	
Region	Total Award
SAN FRANCISCO BAY AREA	1,792,050
SACRAMENTO/CENTRAL VALLEY AREA	2,565,000
GREATER LOS ANGELES AREA	2,887,500
SAN DIEGO AREA	2,047,500
ORANGE AREA	835,000
*Total	10,127,050

Urban Areas Security Initiative (UASI)			
*A minimum of 30% of UASI funding must be for Law Enforcement Terrorism Prevention			
Urban Area	Federal Allocation to State	Allocation to UASI	State Initiatives
ANAHEIM/SANTA ANA AREA	5,250,000	4,278,750	971,250
BAY AREA	37,049,000	30,194,935	6,854,065
LOS ANGELES/LONG BEACH AREA	67,182,000	54,753,330	12,428,670
RIVERSIDE AREA	3,900,000	3,178,500	721,500
SACRAMENTO AREA	3,800,000	3,097,000	703,000
SAN DIEGO AREA	16,696,000	13,607,240	3,088,760
Total	133,877,000	109,109,755	24,767,245

Attachment B: FY 2022 HSGP Timeline | 2022

DHS/FEMA Announcement of 2022 HSGP	May 13, 2022
Cal OES Application Due to DHS	June 13, 2022
DHS Award to California	September 2022
Subrecipient period of performance begins	September 1, 2022
2022 HSGP California Supplement release	September 2022
Subrecipient Workshops	September 2022
Subrecipient Awards (45 days from DHS award)	October 2022
Subrecipient Final Applications Due to Cal OES	December 31, 2022
Subrecipient period of performance ends	May 31, 2025
Final Cash Requests due to Cal OES	Within twenty (20) calendar days after end of grant
Cal OES's period of performance ends	August 31, 2025

Attachment C: FY 2022 HSGP Application Checklist | 2022

Subrecipient: _____ FIPS#: _____

Program Representative: _____

Financial Management Forms Workbook:

- Grant Award Face Sheet
- Authorized Body of 5
- Project Ledger
- Planning Ledger
- Organization Ledger
- Equipment Ledger
- Training Ledger
- Exercise Ledger
- Consultant/Contractor Ledger
- Management & Administration Ledger
- Indirect Cost Ledger
- Authorized Agent Sheet

Attachments:

- Original Counter-Signed Award Letter
- Governing Body Resolution (Certified)
- Standard Assurances (Signed Originals)
- FFATA Certification
- Lobbying Certification
- Subrecipient Grant Management Assessment Form
- Indirect Cost Rate Negotiation Agreement
- Personnel Cap Waiver (If Applicable)
- Intelligence Analyst(s) Certificates (If Applicable)

UASI Only:

- UASI Footprint
- UAWG Roster

State Agencies and Tribes Only:

- Signature Authority Form (in lieu of Governing Body Resolution)

For Cal OES Use Only

Reviewed by: _____ Date: _____

Management Approval: _____ Date: _____



LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

**SHARED SERVICES DIVISION
GRANT PAYMENT REQUEST**

SECTION A: SUBMITTING YOUR REQUEST	
<p style="text-align: center;">Please submit Grant Payment Request Form along with legible supporting documents to: Grants@auditor.lacounty.gov</p> <p style="text-align: center;">In the event e-mail is not available, you can mail your Grant payment request to (please do not fax or send duplicates): Department of Auditor-Controller Shared Services Division / Attn: Grants Unit 3470 Wilshire Blvd., Suite 812 Los Angeles, CA 90010</p>	<p>1. Grant Name & Year:</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

SECTION B: SUB-RECIPIENT'S INFORMATION		
1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered here)	3. Taxpayer ID #:	4. Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):		4. Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL PAYMENT REQUEST INFORMATION								
1. SOLUTION AREA (e.g. equipment, training, planning, exercise, organization)	2. PROJECT # (e.g. 011.22)	4. EHP required? (Environmental & Historic Preservation)		5. VENDOR'S INVOICE # (Maximum of 5 invoices)	6. PURCHASE METHOD (including Training)			7. CLAIM AMOUNT (indicate the amount per each line)
		No	Yes (attach State Approval)		If Competitive, indicate the # of bids.	Non-Competitive Bid	Sole Source	
8. TOTAL \$								-

SECTION D: SUB-RECIPIENT'S CERTIFICATION	SECTION E: FOR SSD USE ONLY
<p>I certify that (please use the checkbox):</p> <p><input type="checkbox"/> 1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.</p> <p><input type="checkbox"/> 2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.</p> <p>3. _____ DATE</p> <p style="text-align: center; font-size: small;">AUTHORIZED SIGNATURE</p> <p>4. _____ AUTHORIZED TITLE</p> <p style="text-align: center; font-size: small;">AUTHORIZED PRINTED NAME</p> <p>5. AUTHORIZED CONTACT INFORMATION (If different from Section B):</p> <p>PHONE # _____</p> <p>E-MAIL: _____</p>	<p style="text-align: center;">STAMP WITH RECEIVED DATE HERE:</p> <p style="text-align: center;">ASSIGNED INVOICE NO.:</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>

NOTE: This Form is intended for Internal SSD review purpose only.
 Revised on December 2019

**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST**

Purpose of these instructions:

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

In numeral **1** of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:
 - a) **State EHP Approval:** if required by the state for your claim.

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:
- a) **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 - b) **Copy of the purchase order**
 - c) **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm
 - d) **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .
 - e) **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
 - f) **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
 - g) **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.
6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.
- a) **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).
 - b) **Non-Competitive Bid:** for single bid purchases of \$250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
 - c) **Sole Source:** for non-bid purchases of \$250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please read and check the box provided if you are an authorized signor.
2. Please read and check the box provided if you are an authorized signor.
3. Please sign the Grant payment request if you are an authorized signor of your agency.
- 4 & When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the
5. authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:

For Equipment Claims:

- a) **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. ^{*1}Please refer to the **Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.**

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission:CBRNE).

You need to inform us of any changes on the items above ^{*1}. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

For Training Claims:

- a) **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.
- b) **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.
- c) **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

- d) **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.
- e) **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets (signed by employee and instructor)
 - Sign in sheets (same as above)
 - Signed training certificates
- f) **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.

- g) **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- h) **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.
- i) **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

- j) **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
- k) **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

- a) **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
- b) **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.
- c) **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- d) **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

- a) **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/

- b) **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- c) **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

Equipment Inventory Listing Procedures for Completion

OBJECTIVE: To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

<u>Field</u>	<u>Date Element</u>	<u>Procedure</u>
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project #	Project Number (from Grant Workbook Project Sheets)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution

Copy maintained in sub-recipient file

Copy forwarded to Shared Services Division

PLANNING ROSTER											
Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product			
					-	-					
GRAND TOTAL							\$				

Approved by:

Authorized Signature

Print Name and Title

Date

8. Notes on Personnel Cost:

In general, costs associated with:

- Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

The following examples would not count towards the personnel cap:

- Vendor installation of a radio tower;
- Vendor training on new equipment purchased;
- Contractor hired to create an Emergency Operations Plan;
- Contractor hired to provide deliveries of ICS 400; and
- Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

The following examples would count towards the personnel cap:

- Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- Contractor hired to be an intelligence analyst.

Subrecipient Monitoring Instrument

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County State Homeland Security Program
Monitoring Reports

A. FINANCIAL REPORTING REQUIREMENTS

Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

	<u>Yes</u>	<u>No</u>	<u>Comment</u>
1. Was a Single Audit completed for Grant Year 2014-15 and 2015-16?			
2. If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30 th of the year following the audit?			
3. Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4. Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5. Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6. Did the Subrecipient implement the corrective action plan?			

B. TRAINING

Objective

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project’s goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6. For Projects with overtime expenditures for Training:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			

B. TRAINING (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7. For Projects with backfill expenditures for Training:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the expenditures in their accounting records?			
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

C. PLANNING

Objective

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project’s goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?			
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?			
6. For Projects with overtime expenditures for Planning:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			

C. PLANNING (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?				
7. For Projects with backfill expenditures for Planning:				
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?				
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?				
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?				
8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?				
9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?				
10. Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA:				
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.				
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.				

D. EQUIPMENT

Objective

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project’s goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal “Authorized Equipment List” and/or “Standardized Equipment List”?			
4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5. Did the Subrecipient maintain an Equipment inventory that listed the following: a) Description of Equipment, b) Serial number or other identification number, c) AEL number, d) Fund/source/grant year, e) Title holder, f) 100 percent of federal participation. If no, then identify percentage, g) Acquisition date, h) Acquisition cost, i) Quantity, j) Equipment location, k) Use and condition of Equipment, l) Disposal date and sale price of the Equipment			
6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?			

D. EQUIPMENT (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7. Was the Equipment physically inspected to ensure:			
a. The Equipment existed and agreed to inventory listing?			
b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
8. Did the Subrecipient maintain Equipment in a secure location?			
9. For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
10. For Equipment disposal, if any:			
a. Was the disposition consistent with federal regulations?			
b. What is the status of the proceeds received from the disposal?			
11. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
13. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

E. EXERCISE

Objective

To determine that the Exercise expenditures were appropriately documented and the activities align with project’s goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	Yes	No	<u>Comments</u>
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?			
3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
4. If the Exercise expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
6. For Projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
7. For Projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION

Objective

To determine that the Organization expenditures were appropriately documented and that the activities align with the project’s goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?			

F. ORGANIZATION (Continued)

	<u>Yes</u>	<u>No</u>	<u>Comments</u>
<p>6. For Projects with backfill expenditures for Organization:</p> <p style="margin-left: 40px;">b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?</p> <p style="margin-left: 40px;">c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?</p>			
<p>7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?</p>			
<p>8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?</p>			
<p>9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:</p> <p style="margin-left: 40px;">a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.</p> <p style="margin-left: 40px;">b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.</p>			

ITEM 5

List of Funds - City of Huntington Park

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

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

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
AGUILERA, CARLOS	6845	681-0000-228.70-00	MANUAL DEPOSIT REFUND	20.00
AGUILERA, CARLOS Total				20.00
ALADDIN LOCK & KEY SERVICE	34521	111-8020-431.43-10	SUPPLIES FOR PW	22.96
ALADDIN LOCK & KEY SERVICE Total				22.96
ALAN'S LAWN AND GARDEN CENTER, INC.	71589	535-8090-452.74-10	EQUIPMENT FOR LANDSCAPING	998.71
ALAN'S LAWN AND GARDEN CENTER, INC. Total				998.71
ALL CITY MANAGEMENT SERVICES, INC	99112	111-9010-413.56-41	SCHOOL CROSSING GUARD	13,713.00
ALL CITY MANAGEMENT SERVICES, INC Total				13,713.00
ALVAREZ-GLASMAN & COLVIN	2024-10-21271	111-9031-413.52-30	LEGAL SERVICES	901.95
	2024-10-21272	111-9031-413.52-30	LEGAL SERVICES	4,290.00
	2024-10-21273	111-9031-413.52-30	LEGAL SERVICES	1,824.00
ALVAREZ-GLASMAN & COLVIN Total				7,015.95
AMAZON.COM SERVICES, INC.	1G3Y-MFXJ-6H13	111-8020-431.43-10	SUPPLIES FOR PW ADMIN	141.88
	1XNT-MC6H-31RC	111-7010-421.61-20	SUPPLIES FOR PD DEPTS	801.61
AMAZON.COM SERVICES, INC. Total				943.49
AMTECH ELEVATOR SERVICES	151401864841	111-8022-419.56-41	MAINTENANCE MAR-MAY 25	1,191.18
AMTECH ELEVATOR SERVICES Total				1,191.18
AT&T	23068892	111-9010-419.53-10	CAL NET 1/20/25-2/19/25	395.79
	254852700FEB	111-9010-419.53-10	SERVICE 2/21/25-3/20/25	123.05
	317316997FEB	111-9010-419.53-10	SERVICE 2/22/25-3/21/25	96.30
AT&T Total				615.14
AT&T MOBILITY	X02252025	111-9010-419.53-10	PD WIRELESS PHONES	7,122.17
AT&T MOBILITY Total				7,122.17
AUTO ZONE	4075320947	741-8060-431.43-20	PART FOR PW UNIT 274	222.03
	4075329032	741-8060-431.43-20	PW UNIT 350 PARTS	255.74
	4075329089	741-8060-431.43-20	FLEET UNIT SUPPLIES	29.11
AUTO ZONE Total				506.88

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
BDG LAW GROUP	35313	111-0220-411.32-70	SERVICE FOR SEPTEMBER-24	58.00
	35314	111-0220-411.32-70	SERVICE FOR SEPTEMBER-24	202.00
	35855	111-0220-411.32-70	LEGAL SERVICES FEB 2025	302.50
	35856	111-0220-411.32-70	LEGAL SERVICES FEB 2025	455.00
BDG LAW GROUP Total				1,017.50
BEAR ELECTRICAL SOLUTIONS, INC	25602	221-8014-429.56-41	JANUARY 2025 SERVICES	852.50
	25603	221-8014-429.56-41	JANUARY 2025 SERVICES	6,350.00
BEAR ELECTRICAL SOLUTIONS, INC Total				7,202.50
BIG BELLY SOLAR, INC	Q44071-2	287-8055-432.56-41	1 YEAR SERVICE 5/25-5/26	8,782.56
BIG BELLY SOLAR, INC Total				8,782.56
BIGLEAF NETWORKS, INC	INV114962	742-9010-419.74-09	MONTHLY BILLING 2/28/25	347.75
BIGLEAF NETWORKS, INC Total				347.75
BILL WHALEN AND ASSOCIATES, INC	1085	111-0220-411.32-70	LEGAL SERVICES	15,473.38
BILL WHALEN AND ASSOCIATES, INC Total				15,473.38
CACEO	20033181	111-5010-419.59-15	WEBINAR	54.00
CACEO Total				54.00
CALIFORNIA PARK&RECREATION SOCIETY	2212025	111-6010-451.59-15	MEMBERSHIP FEE	165.00
		111-6010-451.64-00	MEMBERSHIP FEE	680.00
CALIFORNIA PARK&RECREATION SOCIETY Total				845.00
CALIFORNIA STREET LIGHTING	1290	221-8014-429.74-10	POLE & ARM DELIVER & INSTALL	4,500.00
CALIFORNIA STREET LIGHTING Total				4,500.00
CANNON CORPORATION	91179	681-8030-461.76-11	JANUARY 2025 SERVICES	28,188.50
	91183	681-8030-461.43-30	JANUARY 2025 SERVICES	47.50
CANNON CORPORATION Total				28,236.00
CDW GOVERNMENT INC.	AC65Z9Q	742-9010-419.74-09	ADOBE ACROBAT PRO	1,519.65
CDW GOVERNMENT INC. Total				1,519.65

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
CENTRAL FORD	55681	219-8085-431.43-21	SHUTTLE PARTS	110.07
	55700	111-7010-421.43-20	PARTS FOR PD UNIT 988	401.70
	55701	111-7010-421.43-20	PARTS FOR PD UNIT 989	402.34
	55893	111-7010-421.43-20	PARTS FOR PD UNIT 985	475.40
	56014	111-7010-421.43-20	PARTS FOR PD UNIT 967	152.21
CENTRAL FORD Total				1,541.72
CHARTER COMMUNICATIONS	13844550102142	111-9010-419.53-10	INTERNET SERVICES	199.97
	13844570102212	111-9010-419.53-10	SERVICES 3/1/25-3/29/25	209.97
	15683320102142	111-9010-419.53-10	INTERNET SERVICES	169.98
	17009470102012	111-9010-419.53-10	SERVICE 2/1/25 - 2/28/2025	1,650.00
CHARTER COMMUNICATIONS Total				2,229.92
CINDYS JUMPERS, LLC	91402	111-6020-451.56-41	EASTER RENTALS	765.00
CINDYS JUMPERS, LLC Total				765.00
CINTAS CORPORATION NO 3	4222026343	741-8060-431.56-41	UNIFORM DRY CLEANING	491.53
	4222816424	741-8060-431.56-41	UNIFORM DRY CLEANING	491.53
CINTAS CORPORATION NO 3 Total				983.06
CITY CLERKS ASSOCIATION OF CA	300004229	111-1010-411.59-15	CCAC MEMBERSHIP	250.00
CITY CLERKS ASSOCIATION OF CA Total				250.00
CLINICAL LAB OF SAN BERNARDINO, INC	2500349	681-8030-461.56-41	SERVICES 1/8/25-1/29/25	1,095.00
CLINICAL LAB OF SAN BERNARDINO, INC Total				1,095.00
COALITION FOR RESPONSIBLE COMMUNITY	FM1650	111-7024-421.56-41	DECEMBER 2024 SERVICES	4,422.50
		111-8020-431.56-41	DECEMBER 2024 SERVICES	1,673.67
		111-8022-419.56-41	DECEMBER 2024 SERVICES	5,191.99
		111-8023-451.56-41	DECEMBER 2024 SERVICES	13,706.89
	FM1665	111-7024-421.56-41	JANUARY 2025 SERVICES	4,422.50
		111-8020-431.56-41	JANUARY 2025 SERVICES	1,673.67
		111-8022-419.56-41	JANUARY 2025 SERVICES	5,191.99
		111-8023-451.56-41	JANUARY 2025 SERVICES	13,706.89
COALITION FOR RESPONSIBLE COMMUNITY Total				49,990.10

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
COMMERCIAL TIRE COMPANY	1-186267	741-8060-431.43-20	TRACTOR UNIT 412 TIRES	191.63
COMMERCIAL TIRE COMPANY Total				191.63
COMMUNITY VETERINARY HOSPITAL INC	687272471	111-7010-421.61-20	K9 SUPPLIES	111.00
COMMUNITY VETERINARY HOSPITAL INC Total				111.00
CONCENTRA MEDICAL CENTERS	85681336	111-2030-413.56-41	NEW HIRE PHYSICAL	1,204.00
CONCENTRA MEDICAL CENTERS Total				1,204.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW250210042	221-8014-429.56-41	JANUARY 2025 SERVICES	788.97
COUNTY OF L.A. DEPT OF PUBLIC WORKS Total				788.97
CUAUHTEMOC SANCHEZ	25467-11392	681-0000-228.70-00	UTILITY REFUND	952.54
CUAUHTEMOC SANCHEZ Total				952.54
DATA TICKET INC.	172875	111-9010-415.56-15	WEBSITE ONLINE ACCESS	12.50
	175391	111-5055-419.56-41	INTERNET SERVICES	310.50
	175498	111-9010-415.56-15	WEBSITE ONLINE ACCESS	12.50
	175847	111-9010-415.56-15	JANUARY 2025 SERVICES	11,561.06
DATA TICKET INC. Total				11,896.56
DELL INC.	10800678076	742-9010-410.74-10	CITY DESKTOPS	8,856.36
DELL INC. Total				8,856.36
DELTA DENTAL	BE006467539	111-0000-217.50-20	BENEFITS MARCH 2025	7,422.97
DELTA DENTAL Total				7,422.97
DELTA DENTAL INSURANCE COMPANY	BE006465035	111-0000-217.50-20	BENEFITS MARCH 2025	2,017.74
DELTA DENTAL INSURANCE COMPANY Total				2,017.74
DEPARTMENT OF ANIMAL CARE & CONTROL	2252025	111-7010-421.56-41	JANUARY 2025 SERVICES	31,247.87
DEPARTMENT OF ANIMAL CARE & CONTROL Total				31,247.87
DEPARTMENT OF JUSTICE	792811	111-7010-421.56-41	MONTHLY SERVICE JAN-2025	192.00
DEPARTMENT OF JUSTICE Total				192.00

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
DESIGN PRINT BANNER, LLC	US337606141739	111-6020-451.61-35	5K SUPPLIES	200.27
DESIGN PRINT BANNER, LLC Total				200.27
DUNN EDWARDS CORPORATION	20099A43370	111-8095-431.61-50	PAINT FOR GRAFFITI	945.61
	2009A43371	111-8095-431.61-50	PAINT FOR GRAFFITI	945.61
DUNN EDWARDS CORPORATION Total				1,891.22
EDUCATION & OUTREACH COMPANY	25-139	287-8055-432.56-41	OUTREACH SUPPLIES	2,380.11
EDUCATION & OUTREACH COMPANY Total				2,380.11
ESTEBAN PALACIOS	3032025	111-7010-421.59-10	MILEAGE REIMBURSEMENT	180.23
ESTEBAN PALACIOS Total				180.23
ESTELA RAMIREZ	5499	111-6060-466.33-20	AEROBIC BODY TONING	392.00
ESTELA RAMIREZ Total				392.00
EXPRESS TRANSPORTATION SERVICES LLC	DAR02282025	219-8085-431.56-45	DIAL A RIDE MARCH 2025	74,443.41
EXPRESS TRANSPORTATION SERVICES LLC Total				74,443.41
FERGUSON ENTERPRISES INC	5129890	111-8023-451.43-10	MATERIALS FOR PARKS	261.63
	5188062	111-8023-451.43-10	MATERIALS FOR PARKS	281.46
FERGUSON ENTERPRISES INC Total				543.09
FUN EXPRESS, LLC	735725165-01	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	49.60
FUN EXPRESS, LLC Total				49.60
GEORGE CHEVROLET	186101CVW	741-8060-431.43-20	PW UNIT 186 PARTS	37.18
	186548CVW	741-8060-431.43-20	PW UNIT 274 PARTS	106.51
GEORGE CHEVROLET Total				143.69
GLOBAL URBAN STRATEGIES, INC.	841	241-5030-419.56-41	SERVICES JANUARY 2025	2,025.00
	842	241-5030-419.56-41	SERVICES JANUARY 2025	2,242.64
GLOBAL URBAN STRATEGIES, INC. Total				4,267.64
GOLDEN RULE LENDING, LLC	25273-10860	681-0000-228.70-00	UTILITY REFUND	984.67

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GOLDEN RULE LENDING, LLC Total				984.67
GRAINGER	9400238631	221-8014-429.74-10	PW SUPPLIES	2,212.39
	9400238649	221-8014-429.74-10	PW SUPPLIES	2,449.82
	9413843252	111-8024-421.43-10	MATERIALS FOR PD REPAIRS	349.36
	9414606088	741-8060-431.43-20	FLEET REPAIR SUPPLIES	204.65
GRAINGER Total				5,216.22
GUTIERREZ BACKGROUND INVESTIGATIONS	2025-4	111-7010-421.56-41	BACKGROUND INVESTIGATION	1,300.00
	2025-5	111-7010-421.56-41	BACKGROUND INVESTIGATION	1,300.00
GUTIERREZ BACKGROUND INVESTIGATIONS Total				2,600.00
HASA, INC.	1018615	681-8030-461.41-00	SODIUM HYPOCHLORITE 15	359.31
	1018616	681-8030-461.41-00	SODIUM HYPOCHLORITE 18	331.54
	1019710	681-8030-461.41-00	SUPPLIES FOR WELL 15	449.14
	1019711	681-8030-461.41-00	SUPPLIES FOR WELL 18	301.40
HASA, INC. Total				1,441.39
HECTOR G. MORENO	5503	111-6060-466.33-20	TAEKWONDO	896.00
	5504	111-6060-466.33-20	TAEKWONDO	1,120.00
	5520	111-6060-466.33-20	TAEKWONDO	616.00
HECTOR G. MORENO Total				2,632.00
HINDERLITER DE LLAMAS & ASSOCIATES	SIN047345	111-9010-419.56-41	CONTRACT & AUDIT SERVICES	8,806.20
HINDERLITER DE LLAMAS & ASSOCIATES Total				8,806.20
IBE DIGITAL	476963	111-9010-419.44-10	BLACK TONER	18.07
	477038	111-9010-419.44-10	WASTE TONER BOX	18.07
IBE DIGITAL Total				36.14
INFRASTRUCTURE ARCHITECTS INC	580	787-8925-499.73-10	CONSTRUCTION SUPPORT	2,230.00
INFRASTRUCTURE ARCHITECTS INC Total				2,230.00
INFRASTRUCTURE ENGINEERS	472966	111-5010-419.56-41	SERVICES JANUARY 2025	13,564.95
	476596	111-5010-419.56-41	SERVICES JANUARY 2025	53,776.00
	476616	111-5010-419.56-41	SERVICES JANUARY 2025	1,617.00

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
INFRASTRUCTURE ENGINEERS Total				68,957.95
INNER CITY VISIONS	1039	239-5210-463.56-41	MONTHLY BILLING JAN-25	16,129.09
INNER CITY VISIONS Total				16,129.09
INTEGRATED TACTICAL CONCEPTS LLC	030325-SWT	111-7010-421.59-10	TRAINING REGISTRATION	550.00
INTEGRATED TACTICAL CONCEPTS LLC Total				550.00
INTERNATIONAL INSTITUTE OF	39433-2025	111-1010-411.64-00	ANNUAL MEMBERSHIP RENEWAL	275.00
INTERNATIONAL INSTITUTE OF Total				275.00
INTOXIMETERS INC	781006	111-7010-421.61-20	DRY GAS TANK	262.97
INTOXIMETERS INC Total				262.97
J SQUARED	158	681-8030-461.56-41	FEBRUARY SERVICES 2025	420.00
J SQUARED Total				420.00
JDF CONSTRUCTION	25741	285-0000-228.75-00	C & D REFUND	504.00
JDF CONSTRUCTION Total				504.00
JIMENEZ'S BRAKES & ALIGNMENTS INC	66142	111-7010-421.43-20	REPAIRS ON PD UNIT 985	95.00
JIMENEZ'S BRAKES & ALIGNMENTS INC Total				95.00
JOEL GORDILLO	JG202502	111-1010-411.56-41	MEDIA TECH SERVICES	1,650.00
JOEL GORDILLO Total				1,650.00
JOLLY BOUNCERS, INC	53571	111-6020-451.61-35	5K SUPPLIES	699.48
JOLLY BOUNCERS, INC Total				699.48
JOSE YAMASAKI	2172025	111-7010-421.59-10	MILEAGE REIMBURSEMENT	36.68
	2252025	111-7010-421.61-20	UNIFORM SHIRTS	283.40
JOSE YAMASAKI Total				320.08
JTB SUPPLY COMPANY INC	114651	221-8014-429.61-20	20 DOUBLE SIDED SIGNS	396.90
JTB SUPPLY COMPANY INC Total				396.90

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
JUAN PORRAS	2242025	111-7010-421.59-10	MILEAGE REIMBURSEMENT	145.32
JUAN PORRAS Total				145.32
KIMBALL MIDWEST	103086729	741-8060-431.43-20	FLEET SUPPLIES	484.39
	103086844	741-8060-431.43-20	FLEET SUPPLIES	538.90
KIMBALL MIDWEST Total				1,023.29
KOPPL PIPELINE SERVICES, LLC	29477	113-9050-462.56-41	EZ VALVE INSTALLATION	38,540.00
KOPPL PIPELINE SERVICES, LLC Total				38,540.00
LB JOHNSON HARDWARE CO.	136377	741-8060-431.43-20	PW SUPPLIES	49.24
	136471	111-8024-421.43-10	PW SUPPLIES	94.10
LB JOHNSON HARDWARE CO. Total				143.34
LIEBERT CASSIDY WHITMORE	286231	111-0220-411.32-70	LEGAL SERVICES THRU 1-25	5,926.00
	287348	111-0220-411.32-70	LEGAL SERVICES THRU 1-25	447.00
	287356	111-0220-411.32-70	LEGAL SERVICES	1,651.00
	287357	111-0220-411.32-70	LEGAL SERVICES THRU 1-25	2,420.00
LIEBERT CASSIDY WHITMORE Total				10,444.00
LUXURY AUTO BODY	PW6071	111-7010-421.43-20	PD UNIT 900 REPAIRS	3,561.15
	PW6072	741-8060-431.43-20	FLEET UNIT 900 REPAIRS	2,818.25
LUXURY AUTO BODY Total				6,379.40
MARIO MARTINEZ	710779	111-9031-413.32-70	CLAIM SETTLEMENT	60.00
MARIO MARTINEZ Total				60.00
MARX BROS FIRE EXTINGUISHER CO INC.	P23058	111-8020-431.43-10	FIRE EXTINGUISHER MAINT	844.74
MARX BROS FIRE EXTINGUISHER CO INC. Total				844.74
MAXWELL MARKETING ASSOCIATES INC	3196180-IN	111-6020-451.61-35	5K MEDALS	2,227.05
MAXWELL MARKETING ASSOCIATES INC Total				2,227.05
MG GRAPHICS	12909	111-3010-415.61-20	SELF INKED STAMP	82.69
MG GRAPHICS Total				82.69

City of Huntington Park
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March 17, 2025

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
MIGUEL R. ARDON VILLATORO	2025-023	111-7010-421.73-10	PREP AND INSTALL FLOORING	2,980.00
MIGUEL R. ARDON VILLATORO Total				2,980.00
MIKE PARSA	2272025	742-7010-421.74-09	REIMBURSEMENT FOR 2 PHONES	2,625.82
MIKE PARSA Total				2,625.82
MOTOROLA SOLUTIONS, INC	1411159487	742-7010-421.74-09	SERVICE 4/1/25-3/31/26	8,000.00
	8282035725	111-7010-421.74-10	PD RADIO SUPPLIES	841.23
	8282055687	111-7010-421.74-10	PD RADIO SUPPLIES	360.32
	8282085682	111-7010-421.74-10	PD RADIO SUPPLIES	1,454.89
MOTOROLA SOLUTIONS, INC Total				10,656.44
MUNICIPAL WASTE SOLUTIONS INC	140	285-8050-432.56-41	BILLING DEC 24-JAN 25	10,972.50
	2048	285-8050-432.56-41	BILLING FOR 7/2024-2/2025	4,500.00
MUNICIPAL WASTE SOLUTIONS INC Total				15,472.50
NAPA AUTO PARTS	661196	741-8060-431.43-20	FLEET SUPPLIES	73.30
NAPA AUTO PARTS Total				73.30
NATIONWIDE ENVIRONMENTAL SERVICES	34294	111-8030-461.56-42	AUGUST 2024 SERVICES	5,480.49
		111-8031-433.56-41	AUGUST 2024 SERVICES	15,315.99
NATIONWIDE ENVIRONMENTAL SERVICES Total				20,796.48
NEW CHEF FASHION INC.	1094802	111-7010-421.61-20	UNIFORM SUPPLIES	17.63
NEW CHEF FASHION INC. Total				17.63
NICHOLS CONSULTING ENGINEERS, CHTD	966053010	787-8916-499.76-12	STREET ENHANCEMENT	1,820.00
NICHOLS CONSULTING ENGINEERS, CHTD Total				1,820.00
NICK NICHOLS	2252025	111-7010-421.61-20	K9 SUPPLIES	40.86
NICK NICHOLS Total				40.86
NORM REEVES FORD SUPERSTORE	333461	111-7010-421.43-20	PARTS FOR PD UNIT 914	686.15
	333510	111-7010-421.43-20	PARTS FOR PD UNIT 977	199.49
NORM REEVES FORD SUPERSTORE Total				885.64

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
NORTH STAR LAND CARE	1601-982	535-8090-452.56-60	SERVICES FOR FEBRUARY 2025	37,617.75
NORTH STAR LAND CARE Total				37,617.75
OK PRINTING DESIGN & DIGITAL PRINT	3880	111-3010-415.61-20	PRINTED SUPPLIES	250.00
	3899	111-7010-421.61-20	BUSINESS CARDS	60.00
	3904	111-6020-451.61-35	5K SUPPLIES	240.00
OK PRINTING DESIGN & DIGITAL PRINT Total				550.00
O'REILLY AUTO PARTS	2959-219655	741-8060-431.43-20	PARTS FOR PW UNIT 357	876.00
	2959-219657	741-8060-431.43-20	PARTS FOR FLEET UNIT 222	145.03
	2959-219660	741-8060-431.43-20	PW SHOP SUPPLY-VALVE CORE	50.16
	2959-219679	741-8060-431.43-20	PW SHOP SUPPLY-VALVE CORE	38.70
	2959-219839	111-7010-421.43-20	PARTS FOR PD UNIT 912	554.34
	2959-220105	741-8060-431.43-20	PW UNIT 356 PART	29.36
	2959-220106	741-8060-431.43-20	PW UNIT 356 PART	16.20
	2959-220649	741-8060-431.43-20	FLEET REPAIR SUPPLIES	18.73
	2959-221223	111-7010-421.43-20	PARTS FOR PD UNIT 1000	270.11
	2959-222612	111-7010-421.43-20	PARTS FOR PD UNIT 275	81.78
	2959-222681	741-8060-431.43-20	PARTS FOR PW UNIT 190	401.50
	2959-223303	111-7010-421.43-20	PARTS FOR PD UNIT 101	36.78
O'REILLY AUTO PARTS Total				2,518.69
PACIFICA SERVICES INC.	346-36	239-5210-463.73-05	SERVICES 1/1 - 1/31/25	7,280.00
PACIFICA SERVICES INC. Total				7,280.00
PITNEY BOWES GLOBAL FINANCIAL	3107107313	111-9010-419.53-20	SERVICE 12/23/25-3/22/25	573.19
PITNEY BOWES GLOBAL FINANCIAL Total				573.19
PRISTINE UNIFORMS, LLC	16581	111-7010-421.61-20	PD EXPLORER UNIFORM	420.67
	16582	111-7010-421.61-20	PD EXPLORER UNIFORM	420.68
	16583	111-7010-421.61-20	PD EXPLORER UNIFORM	474.55
	16584	111-7010-421.61-20	PD EXPLORER UNIFORM	420.68
	16585	111-7010-421.61-20	PD EXPLORER UNIFORM	418.52
	16586	111-7010-421.61-20	PD EXPLORER UNIFORM	500.41
	16587	111-7010-421.61-20	PD EXPLORER UNIFORM	440.07
	16588	111-7010-421.61-20	PD EXPLORER UNIFORM	439.00

City of Huntington Park
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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
PRISTINE UNIFORMS, LLC	16589	111-7010-421.61-20	PD EXPLORER UNIFORM	448.14
	16590	111-7010-421.61-20	PD EXPLORER UNIFORM	440.06
PRISTINE UNIFORMS, LLC Total				4,422.78
QDOXS	IN65665	111-8020-431.61-20	CONTRACT BASE RATE	39.54
		285-8050-432.43-05	CONTRACT BASE RATE	39.54
		681-8030-461.43-05	CONTRACT BASE RATE	39.54
QDOXS Total				118.62
R & A TANK TECHNOLOGIES LLC	2025-3342	741-8060-431.43-20	MONTHLY INSPECTION FEB	175.00
R & A TANK TECHNOLOGIES LLC Total				175.00
R & R INDUSTRIES, INC.	685938	111-8010-431.74-10	PW SAFETY VESTS	510.92
R & R INDUSTRIES, INC. Total				510.92
REBECA MADRIGAL	2202025	111-7010-421.59-10	MILEAGE REIMBURSEMENT	28.70
REBECA MADRIGAL Total				28.70
REVENUE & COST SPECIALISTS, LLC	9278	111-0210-413.56-41	FEASIBILITY STUDY	11,700.00
REVENUE & COST SPECIALISTS, LLC Total				11,700.00
RINCON CONSULTANTS, INC.	63473	113-9050-462.56-41	JANUARY 2025 SERVICES	3,508.50
RINCON CONSULTANTS, INC. Total				3,508.50
RIO HONDO COLLEGE	F24-360-ZHPK	111-7010-421.59-10	PD TRAINING	50.00
RIO HONDO COLLEGE Total				50.00
RIVERO, RITA	25281	681-0000-228.70-00	DEPOSIT REFUND	100.00
RIVERO, RITA Total				100.00
ROBERT HALF INC	64586988	111-2030-413.56-41	LABOR INVOICE	3,913.56
	64600131	111-2030-413.56-41	LABOR INVOICE	3,727.20
	64666275	111-3010-415.56-41	LABOR INVOICE	4,400.00
	64666308	111-3010-415.56-41	LABOR INVOICE	3,288.60
ROBERT HALF INC Total				15,329.36

City of Huntington Park
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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
RUSH ORDER TEES	2801404	111-6020-451.61-35	5K SHIRTS	2,938.16
RUSH ORDER TEES Total				2,938.16
S & S WORLDWIDE, INC.	IN101547640	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	481.90
	IN101549501	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	374.04
S & S WORLDWIDE, INC. Total				855.94
SIERRA DISPLAY, INC	28226	111-6010-451.74-10	HOLIDAY DECORATIONS	49.92
SIERRA DISPLAY, INC Total				49.92
SINATRA UNIFORM, INC	2022/01/0074	111-7010-421.61-20	UNIFORM & ACCESSORIES	163.47
	2202/03/0097	111-7010-421.61-20	UNIFORM & ACCESSORIES	662.86
	SU14226	111-7010-421.61-20	PD UNIFORMS	1,998.71
	SU14280	111-7010-421.61-20	PD UNIFORMS	211.32
	SU14329	111-7010-421.61-20	PD UNIFORMS	867.69
	SU14394	111-7010-421.61-20	PD UNIFORMS	1,419.53
SINATRA UNIFORM, INC Total				5,323.58
SONSRAY MACHINERY, LLC	PSO167500-2	741-8060-431.43-20	PARTS FOR PW UNIT 412	980.18
	PSO173368-1	741-8060-431.43-20	PARTS FOR TRACTOR 204	1,100.74
SONSRAY MACHINERY, LLC Total				2,080.92
SOUTH COAST AIR QUALITY MGMT DISTR.	4491102	741-8060-431.42-05	ANNUAL RENEWAL FEE	541.04
	4493769	741-8060-431.42-05	ANNUAL RENEWAL FEE	165.96
SOUTH COAST AIR QUALITY MGMT DISTR. Total				707.00
SOUTHEAST POLICE CHIEFS GROUP	2192025	111-7010-421.59-10	ANNUAL DUES	1,000.00
SOUTHEAST POLICE CHIEFS GROUP Total				1,000.00
SPARKLETTS	19438227 02052	111-9010-419.61-20	DRINKING WATER	638.46
SPARKLETTS Total				638.46
STANDARD INSURANCE COMPANY	00 378917 0002	111-0000-217.50-70	MONTHLY PREMIUM MAR-25	1,371.43
STANDARD INSURANCE COMPANY Total				1,371.43
STERICYCLE INC	8009917226	111-7010-421.56-41	SERVICE 03/01/25-03/31/25	49.54

City of Huntington Park
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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
STERICYCLE INC Total				49.54
SUNSET VANS INC.	200195	219-8085-431.43-21	SERVICE FOR SHUTTLE 003	722.00
SUNSET VANS INC. Total				722.00
T2 SYSTEMS CANADA INC.	IRIS0000144382	111-5055-419.56-41	SERVICE FOR FEBRUARY 2025	2,370.00
T2 SYSTEMS CANADA INC. Total				2,370.00
TA PRODUCTION LLC	4	111-7010-421.56-41	PD RECRUITMENT VIDEO	1,500.00
TA PRODUCTION LLC Total				1,500.00
TAFUYA ROOFING	25233	285-0000-228.75-00	C & D REFUND	360.00
TAFUYA ROOFING Total				360.00
T-MOBILE USA	2212025	111-9010-419.53-10	SERVICE 1/22/25-2/21/25	3,461.34
	975956264DEC24	111-9010-419.53-10	SERVICE 12-21-24-2-20-25	1,215.57
T-MOBILE USA Total				4,676.91
TOWN HALL STREAMS	16348	111-1010-411.56-41	PARTS FOR PW UNIT 412	300.00
TOWN HALL STREAMS Total				300.00
TRIANGLE SPORTS	43210	111-6030-451.61-35	YOUTH SPORTS SUPPLIES	1,139.57
TRIANGLE SPORTS Total				1,139.57
TYLER TECHNOLOGIES, INC.	045-506684	787-8951-419.43-15	ORIGINAL CONTRACT 178753	3,700.00
	045-507474	787-8951-419.43-15	ORIGINAL CONTRACT 178753	5,180.00
TYLER TECHNOLOGIES, INC. Total				8,880.00
U.S. ARMOR CORPORATION	48876	111-7010-421.74-10	PD BULLET PROOF VESTS	4,712.83
		233-7010-421.74-10	PD BULLET PROOF VESTS	3,770.26
	48877	111-7010-421.61-70	PD GARMENT CARRIERS	11,424.60
	48878	111-7010-421.61-20	PATCHES & BALISTIC VEST	43.10
	48897	111-7010-421.74-10	PD BALLISTICS VEST	476.61
		233-7010-421.74-10	PD BALLISTICS VEST	476.61
	48911	111-7010-421.74-10	PD BALLISTICS VEST	471.29
		233-7010-421.74-10	PD BALLISTICS VEST	471.28

City of Huntington Park
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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
U.S. ARMOR CORPORATION Total				21,846.58
U.S. BANK EQUIPMENT FINANCE	550292270	111-9010-419.44-10	FINANCING MARCH 2025	2,465.40
U.S. BANK EQUIPMENT FINANCE Total				2,465.40
ULINE	189145071	111-8010-431.74-10	PW SUPPLIES	996.31
	189338471	111-8010-431.74-10	STREET REPAIR SUPPLIES	275.85
ULINE Total				1,272.16
UNDERGROUND SERVICE ALERT OF SO CAL	220250144	221-8014-429.56-41	MONTHLY BILLING FEB 2025	141.35
	24-252732	221-8014-429.56-41	MONTHLY BILLING FEB 2025	106.39
UNDERGROUND SERVICE ALERT OF SO CAL Total				247.74
V & V MANUFACTURING, INC.	62074	111-7010-421.61-20	BADGE FINISH REPAIRS	435.98
V & V MANUFACTURING, INC. Total				435.98
VELADA CONSULTING LLC	71	111-0310-413.56-41	SERVICES 12/21/24-1/20/25	7,500.00
VELADA CONSULTING LLC Total				7,500.00
VICTORYSTORE.COM.INC.	2801404	111-6020-451.61-35	EASTER EVENT SUPPLIES	494.85
VICTORYSTORE.COM.INC. Total				494.85
VULCAN MATERIALS COMPANY	2754579	111-8010-431.61-20	HOT ASPHALT	310.87
VULCAN MATERIALS COMPANY Total				310.87
WEST GOVERNMENT SERVICES	851586773	742-7010-421.74-09	MONTHLY BILLING FEB 2025	1,892.77
WEST GOVERNMENT SERVICES Total				1,892.77
WESTERN EXTERMINATOR COMPANY	73532486	111-7024-421.56-41	PEST CONTROL MAINTENANCE	74.00
	73534920	535-8090-452.56-60	PEST CONTROL MAINTENANCE	194.26
	73535650	111-8023-451.56-41	PEST CONTROL MAINTENANCE	66.70
	73535651	111-8022-419.56-41	PEST CONTROL MAINTENANCE	75.15
	73535652	111-8023-451.56-41	PEST CONTROL MAINTENANCE	75.15
	73535861	111-8020-431.56-41	PEST CONTROL MAINTENANCE	102.48
	74325970	111-8023-451.56-41	PEST CONTROL MAINTENANCE	4,390.00
WESTERN EXTERMINATOR COMPANY Total				4,977.74

City of Huntington Park
Demand Register
March 17, 2025

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTIONS	Sum of TRANSACTION TOTAL
YANELI CUEVAS	2172025	111-7010-421.59-10	MILEAGE REIMBURSEMENT	36.68
YANELI CUEVAS Total				36.68
Grand Total				696,748.82

REGULAR AGENDA

ITEM 1



CITY OF HUNTINGTON PARK

City Clerk's Office
City Council Agenda Report

March 17, 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:

SELECTION OF MAYOR AND VICE MAYOR FOR A TERM OF ONE YEAR

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Deliberate, nominate, and vote for a sitting Council Member to serve as Mayor for a term of one year; and
2. Deliberate, nominate, and vote for a sitting Council Member to serve as Vice Mayor for a term of one year.

CONCLUSION

Upon City Council deliberation, City Council will reflect actions taken.

Respectfully submitted,

RICARDO REYES
City Manager

EDUARDO SARMIENTO
City Clerk

SELECTION OF MAYOR AND VICE MAYOR FOR A TERM OF ONE YEAR

March 17, 2025

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ATTACHMENT(S)

NONE

ITEM 2



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

March 17, 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 AND COMMITTEE REORGANIZATION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Make appointments to Commissions consistent with provisions set forth in Resolution No. 2025-01; and
2. Consider committee re-assignment or re-affirm current appointments; and
3. Add and/or delete any other temporary subcommittees, as appropriate.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

COMMISSIONS:

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.

COMMITTEES:

The appointment of delegates and alternates to committee assignments is consistent with the Council's policy to maintain permanent representatives whenever possible. Reorganization of Council Committee assignments is typically handled annually. The last Council Committee reorganization was on April 18, 2024. Any vacancies require the attention and action from the current City Council to assign or re-assign committee assignments.

COUNCIL APPOINTMENT TO CIVIL SERVICE COMMISSION

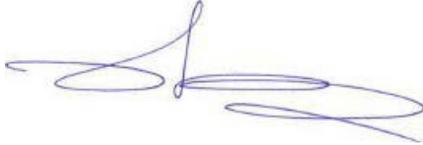
March 17, 2025

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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.

Respectfully submitted,



RICARDO REYES
City Manager



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.

- B. Council Appointments to Various Organizations List

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.
27
28

Council Appointments to Various Organizations

Updated – February 25, 2025

(*Agency offers a stipend)

California Contract Cities Association- meets 3rd Wednesday of every month @ 6:00 p.m. (except Jan, May and July) location for meetings will vary.

Director Delegate: Martinez Alternate: All Council

11027 Downey Avenue
Downey, CA 90241
(562) 622-5533
(562) 622-9555 fax
Contact: Christina Shore

***Southeast Gateway Line Corridor Cities Committee (Formerly Eco Rapid Transit)** - meets 3rd Thursday of bi-monthly @ 6:00 p.m. Via Zoom

Board Member: Macias Alternate: Flores

16401 Paramount Boulevard
Paramount, CA 90723
(562) 663-6850
(562) 634-8216 – fax

STIPEND - \$100.00

orangeline@gatewaycog.org Ana Pantoja

Contact: Ana Pantoja, Apantoja@gatewaycog.org , Andra Mora, smora@gatewaycog.org, Marisa Perez, mperez@gatewaycog.org

***Gateway Cities Council of Governments** - meets 1st Wednesday of every month @ 5:30 p.m. dinner, 6:00 pm. meeting

Delegate: Flores Alternate: Sanabria

16401 Paramount Boulevard, Upstairs
Paramount, CA 90723
(562) 663-6850
(562) 634-8216 - fax

STIPEND - \$125.00

Contacts: Genny Cisneros gcisneros@gatewaycog.org and Sandra Mora, Assistant

[**Metro Service Council** (part of Gateway Cities Council of Gov)]

Member Delegate: Macias (appt'd by Gateway) Metro, Ethics Dept., 4th Floor, One Gateway Plaza MS 99- 4-5, Los Angeles, CA 90012

PH: (213) 922-2900

Gateway Water Management Authority (LA Gateway Region Integrated Regional Water Management JPA) (Staff was appointed by Council May 7, 2024) meets 2nd Thursday of every month @ 12:00 p.m.

Member Delegate: Steve Forester Alternate(s): Marla Flores

16401 Paramount Boulevard

Paramount, CA 90723

(562) 663-6850 – Contact: Traci Gleason tgleason.gateway@gmail.com and Grace Kast

gracekast.gateway@gmail.com

(562) 634-8216 - fax

***HUB Cities Consortium**- meets 3rd Thursday of every month @ 5:15 p.m.

Member Delegate: Macias Alternate: Other Council Member

2675 Zoe Avenue, Second Floor Huntington Park, CA 90255

STIPEND - \$250.00

(323) 586-4700

(323) 586-4702 – fax

Contact: Judith Ruiz 323-586-4718 jruiz@hubcities.org

***Independent Cities Finance Authority Governing Board – ICFA** – meetings on an as-needed-basis, 12:00 p.m., various locations

STIPEND - \$150.00

Delegate: Martinez Alternate: Other Council Member

P.O. Box 6740

Lancaster, CA 93539-6740

(877) 906-0941

(661) 943-5279 - fax

Contact: Debbie Smith, Secretary/Program Administrator

Independent Cities Risk Management Authority Governing Board -ICRMA

Meets 2nd Thursday of even-numbered months, @ 10:00 a.m., usually at the Rio Hondo Event Center, in Downey. Exceptions will be noted on the schedule, and changes to the schedule will be announced as they occur.

Delegate: Ricardo Reyes Alternate: Eduardo Sarmiento (re-appt'd 5-7-22) Sub

Alternate: Marisol Nieto

18201 Von Karman, #200, Irvine, CA 92612

(949) 349-9879 Dani_Rogacki@rpadmin.com Contact: Dani Rogacki and Amber Anderson

Amber_Anderson@

LA County City Selection Committee – meets 3 to 4 times a year, at the call of the Chairman.

Member Delegate: Macias (Must be Mayor) Alternate(s): Flores (Vice Mayor or Council Member) Board Operations Division

Commission Services

County of Los Angeles

500 West Temple St. Ste 383, Los Angeles, CA 90012

(213) 974-1431

Contact: Cesar Hernandez email: chernandez@bos.lacounty.gov

For questions email: cityselection@bos.lacounty.gov

Consolidated Oversight Board 1st District (Formerly L.A. County Oversight Committee) –

meets every 2nd Monday of the month at 9:00 a.m. (Only when requested or when filing ROPS),

No Member Delegate or Alternate Required. Finance Director listed as contact.

Mount SAC 1100 N. Grand Ave, Walnut CA 91789

(213) 974-1431 & (Direct Line (213) 974-1060 Contact: Rhonda Rangel, Olga Ramirez

Contact: Rhonda Rangel, Executive Office, rrangel@bos.lacounty.gov ,

Oramirez@bos.lacounty.gov

Los Angeles County Library District – meets every 4th Tuesday of the month at 6:00 p.m.

“Friends of the Library”

Director Delegate: Flores Alternate: Martinez

Huntington Park Library 6518 Miles Avenue

Huntington Park, CA 90255

(323) 583-1461

Contact: Soledad Castillo, Library Manger scastillo@library.lacounty.gov

***Los Angeles County Sanitation District No.1**- meets 2nd Wednesday of every month @ 1:30 p.m. **STIPEND - \$125.00 plus mileage**

Delegate: Mayor Macias (Must be Mayor) Alternate: Flores

1955 Workman Mill Road

Whittier, CA 90601-4998

(562) 699-7411

Contact: Rechelle Z. Asperin, rasperin@lacsds.org , Kim

Christensen, kchristensen@lacsds.org x1101

***Los Angeles County Vector Control District-** meets 2nd Thursday of every month @ 7:00 p.m.
12545 Florence Avenue

STIPEND - \$100.00

Member Delegate: (reappt'd 12-18-18 effective 1-2-19) – Term expires January 2023, first
Monday @ noon

Santa Fe Springs, CA 90670

(562) 944-9656

Contact: Maria Weinbaum - (562) 758-6504

Southern California Association of Governments (SCAG) – meets at the General Assembly
once a year, 1st Thursday in March.

Delegate: Sanabria, Jonathan **Alternate: Martinez**

818 W. Seventh Street, 12th Floor

Los Angeles, CA 90017

(213) 236-1908

Contact: Maggie Aguilar Aguilarm@scag.ca.gov , Officer of the Board

ITEM 3

CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report



March 17, 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 OF THE APPOINTMENT OF ANDREW SAREGA AS INTERIM CITY ATTORNEY AND WAIVER OF 30-DAY NOTICE FOR ARNOLD M. ALVAREZ-GLASMAN'S RESIGNATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Appoint Andrew Sarega as Interim City Attorney while the City comprehensively searches for a permanent City Attorney; and
2. Waive the 30-day notice requirement provided by Arnold M. Alvarez-Glasman regarding his resignation as City Attorney.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 28, 2025, during a Special City Council Meeting, City Attorney Arnold M. Alvarez-Glasman unexpectedly submitted his resignation. Given the critical nature of the City Attorney's role, it is prudent for the City Council to make an interim appointment to ensure continuity of legal services.

Since December 2024, Andrew Sarega has provided legal services to the City under a Special Counsel Agreement. During this time, he has gained intimate knowledge of the City's legal needs, pending litigation, and municipal operations. His familiarity with ongoing legal matters makes him a suitable candidate for this interim appointment.

The existing agreement with Alvarez-Glasman & Colvin includes a 30-day notice requirement in the event of resignation. However, given the City's immediate need for uninterrupted legal representation, it is recommended that the City Council waive this requirement and proceed with Mr. Sarega's interim appointment.

CONSIDERATION OF THE APPOINTMENT OF ANDREW SAREGA AS INTERIM CITY ATTORNEY AND WAIVER OF 30-DAY NOTICE FOR ARNOLD M. ALVAREZ-GLASMAN'S RESIGNATION

March 17, 2025

Page 2 of 3

Andrew Sarega is a first-generation American born in Lynwood, CA. His parents escaped communist Romania in 1986 and were granted political asylum in the United States. His family initially resided in Bell, CA, before relocating to La Mirada in the early 1990s.

At 21, Mr. Sarega joined the Newport Beach Police Department as a police officer, where he worked in various roles, including:

- Gang suppression unit
- Reserve coordinator
- Assisting in the detective bureau
- Vice President of the Police Officers Association

Andrew holds a B.A. in Criminal Justice from Cal State Fullerton, a Master of Public Administration from National University, and a Juris Doctor from Chapman University, Fowler School of Law.

After passing the California Bar Exam, Andrew worked for Olivarez Madruga Law Organization for over a year before establishing his law firm. He currently serves as General Counsel for the Bellflower Unified School District.

Given his extensive experience in law, governance, and public service, Andrew Sarega is well-qualified to serve as Interim City Attorney for Huntington Park.

LEGAL REQUIREMENT

The City's legal representation must remain uninterrupted to ensure compliance with state and municipal laws. The appointment of an Interim City Attorney is necessary to uphold the City's legal responsibilities, provide guidance to the City Council, and manage ongoing litigation.

FISCAL IMPACT/FINANCING

The fiscal impact of this appointment will be consistent with the terms outlined in the existing agreement with Sarega Law, APC, which provides a flat monthly fee of \$15,000 for legal services for ninety (90) days. City Attorney legal services are already budgeted for Fiscal Year 2025 and will not have a negative impact on the General Fund. No additional costs are anticipated currently.

CONCLUSION

Given the unexpected resignation of Mr. Alvarez-Glasman, the City's ongoing legal needs, and Mr. Sarega's familiarity with municipal operations, it is recommended that

CONSIDERATION OF THE APPOINTMENT OF ANDREW SAREGA AS INTERIM CITY ATTORNEY AND WAIVER OF 30-DAY NOTICE FOR ARNOLD M. ALVAREZ-GLASMAN'S RESIGNATION

March 17, 2025

Page 3 of 3

the City Council appoint Andrew Sarega as Interim City Attorney and waive the 30-day notice period to ensure uninterrupted legal representation for the City.

Respectfully submitted,



Ricardo Reyes
City Manager

ATTACHMENT(S)

- A.** Alvarez-Glasman & Colvin Letter of Resignation as City Attorney and Termination of Services with the City of Huntington Park
- B.** Alvarez-Glasman & Colvin Agreement for City Attorney Services
- C.** Sarega Law Special Counsel Agreement
- D.** Sarega Law Agreement for Interim City Attorney Services

ATTACHMENT "A"



ALVAREZ-GLASMAN & COLVIN

ATTORNEYS AT LAW

13181 Crossroads Parkway North
Suite 400-West Tower
City of Industry, CA 91746
Tel: 562.699.5500
Fax: 562.692.2244
www.agclawfirm.com

February 28, 2025

Hand Delivered

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

Re: **Resignation as City Attorney and Termination of Services with the City of Huntington Park**

Dear Mayor and Members of the City Council:

After due and careful consideration, this letter will serve to inform the City Council of the City of Huntington Park that I individually and my law firm, Alvarez-Glasman & Colvin, will be exercising our rights to terminate our services pursuant to Section 12 of the Agreement for City Attorney Services, dated April 6, 2015, which reads in part, "FIRM may terminate its services at any time with CITY's...for good cause. Good cause exists if...(c) CITY refused to cooperate with FIRM, refused to follow FIRM's advice on a material matter, or otherwise made its representation unreasonably difficult."

Over the recent months, the circumstances surrounding activities and action taken meets the definition of "good cause" as stated above. The current environment and lack of communication with my office has made our continued representation unreasonably difficult to continue to serve as City Attorney. Out of respect and obligation to the attorney-client privilege, I will not articulate the facts or circumstances that led to this decision.

Alvarez-Glasman & Colvin is proud of the excellent legal services that our firm has provided to the City for nearly a decade. I and my law firm will continue to provide services for the next thirty (30) days or until a new City Attorney or law firm is selected to take the position as your legal counsel.

Thank you for the opportunity to serve as your City Attorney.

Very truly yours,

ALVAREZ-GLASMAN & COLVIN


Arnold M. Alvarez-Glasman
Managing Partner

ATTACHMENT "B"

**AGREEMENT FOR
CITY ATTORNEY SERVICES
CITY OF HUNTINGTON PARK**

THIS AGREEMENT is entered into this 6th day of April, 2015 (“Agreement”), by and between the CITY OF HUNTINGTON PARK (herein referred to as “CITY”) and ALVAREZ-GLASMAN & COLVIN (herein referred to as “FIRM”) (CITY and FIRM are hereinafter referred to collectively as “the Parties”).

NOW, THEREFORE, the Parties do hereby agree as follows:

1. **SERVICES.** CITY does hereby retain FIRM and FIRM does hereby accept CITY as a client for the purpose of representing the CITY as City Attorney and Successor Agency General Counsel. Arnold M. Alvarez-Glasman shall be designated as the City Attorney. Noel Tapia and other members of the FIRM will also perform Assistant or Deputy City Attorney services as the CITY deems appropriate. FIRM agrees to provide legal services as herein below described and at the rates as further set forth in this Agreement.
2. **TERM.** This Agreement shall be effective April 7, 2015, and shall continue hereafter until terminated by the CITY or FIRM as provided herein.
3. **FIRM BILLING PROCEDURES AND RATE.** FIRM shall prepare an itemized monthly billing on or about the first day of each month. CITY shall review FIRM’s itemized monthly billing and approve payment of authorized charges to FIRM as promptly as possible. FIRM will keep time records in one-tenth hour increments. CITY agrees to pay FIRM fees at the hourly rates as indicated on the FIRM’s Rate Sheet which is attached hereto as Exhibit A. These rates may be adjusted periodically, generally at the beginning of the fiscal year, upon the mutual agreement of the parties. Services rendered by other professionals and experts shall be billed to CITY at cost. CITY shall pay the amount due on all bills upon receipt.
4. **COSTS.** FIRM shall be reimbursed for all out-of-pocket costs and expenses advanced by FIRM. Said costs and expenses shall include, but not be limited to, filing fees, deposition fees, witness fees, costs for investigation, service of process fees and other related court costs, air travel, costs of accommodation for matters on behalf of CITY, parking fees, copy

fees, facsimile costs and other related travel costs. All such costs shall be submitted to CITY for approval as part of the monthly billing statement. No individual cost in excess of \$500 shall be incurred without the approval of the City Manager or his/her designee.

5. **RESPONSIBILITIES OF FIRM.** FIRM agrees to provide legal services as to all matters as designated by CITY which includes general municipal law and other related legal issues as requested by CITY. All other members of FIRM shall have the authority to serve on behalf of CITY as needed and directed by Arnold M. Alvarez-Glasman. The FIRM shall have Arnold M. Alvarez-Glasman present at City Council meetings and at other meetings as CITY deems appropriate. Mr. Alvarez-Glasman shall be present at such meetings except for reasonable vacations, illness or emergency absences at which time a member from FIRM shall be assigned to represent CITY.

6. **INDEMNIFICATION AS CITY OFFICERS.** CITY acknowledges FIRM is being appointed as City Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, the CITY is responsible pursuant to Government Code Section 825 for providing a defense for the City Attorney for actions within the scope of its engagement hereunder. Therefore, CITY agrees to undertake its statutory duty and indemnify FIRM, its officers, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of FIRM within the course and scope of its employment hereunder, but nothing herein shall require CITY to indemnify FIRM for liability arising from its own negligence. In connection herewith:

- (i) CITY will promptly provide a defense and pay any judgment rendered against the CITY, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of CITY hereunder;
- (ii) In the event FIRM, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CITY for such damages or other claims solely arising out of or in connection with the work operation or activities of CITY hereunder, CITY agrees to pay to FIRM, its officers, agents or employees

any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

7. **USE OF OTHER FIRMS.** In order to properly and effectively protect the best interests of CITY in specialized areas of the law, FIRM shall have the right to assign legal matters to special counsel (law firms or attorneys), subject to the City Manager's approval.

8. **INDEPENDENT CONTRACTOR AND HOLD HARMLESS.** It is agreed that FIRM shall serve as an independent contractor and not as an employee of CITY. FIRM agrees to hold harmless and indemnify CITY for any claims, losses, liens, demands and causes of action for FIRM's negligent or tortious conduct while serving as City Attorney. It is further agreed that CITY is not the exclusive client of FIRM, and FIRM shall have the right to serve as the attorneys for other clients.

9. **INSURANCE.** FIRM warrants and represents that it is covered by a policy of professional liability insurance, insuring CITY as a client, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate liability.

10. **EVALUATION OF PERFORMANCE.** CITY and FIRM shall establish a system to monitor and evaluate the performance, timeliness of services, and other issues relative to the terms of this Agreement. Performance evaluations shall be conducted on an annual basis during the first quarter of each fiscal year of this Agreement.

11. **CONFLICTS.** FIRM states that it represents other public agencies, including the Central Basin Municipal Water District, but there are no matters currently within the knowledge of the FIRM which would require the execution of a conflict waiver from any of its clients. Further, FIRM states that if any conflicts arise during the performance of this Agreement, FIRM will notify CITY. FIRM and each of its members shall at all times comply with the statutes, rules and regulations governing the conduct of attorneys as required by the State Bar Professional Rules of Conflict.

12. **TERMINATION OF SERVICES.** CITY may terminate FIRM's services at any time by written notice. After receiving such notice, FIRM will cease providing services. FIRM

will cooperate with CITY in the orderly transfer of all related files and records to CITY's new counsel. FIRM may terminate its services at any time with CITY's consent or for good cause. Good cause exists if (a) any statement is not paid within sixty (60) days of its date; (b) CITY fails to meet any other obligation under this Agreement and continues in that failure for fifteen (15) days after written notice to the CITY; (c) CITY has misrepresented or failed to disclose material facts to FIRM, refused to cooperate with FIRM, refused to follow FIRM's advice on a material matter, or otherwise made its representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If FIRM terminates its services, CITY agrees to execute a substitution of attorney promptly and otherwise cooperate in effecting that termination. Termination of FIRM's services, whether by CITY or by FIRM, will not relieve CITY of the obligation to pay for services rendered and costs incurred before FIRM's services formally ceased.

13. **DISCLAIMER OF NO GUARANTEE OF OUTCOME AND ESTIMATES.**

Nothing in this Agreement and nothing in FIRM's statements to the CITY will be construed as a promise or guarantee about the outcome of any matter covered under this Agreement. The Firm makes no such promises or guarantees. The FIRM's comments about any matter covered by this Agreement are the expressions of opinions only. Any estimates of fees given by the FIRM are not guaranteed. Actual fees may vary from estimates given.

14. **ENTIRE AGREEMENT.** This Agreement for legal services contains FIRM's entire Agreement about our representation. Any modifications or additions to this Agreement must be made in writing.

15. **NOTICES.** All notices pertaining to this Agreement shall be in writing and addressed as follows:

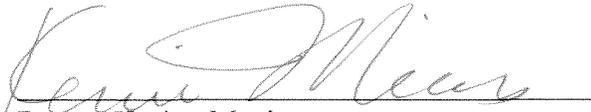
If to Firm: Arnold M. Alvarez-Glasman
ALVAREZ-GLASMAN & COLVIN
13181 Crossroads Parkway North, Suite 400 West Tower
Industry, CA 91746

If to City: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attention: John A. Ornelas
Interim City Manager

IN WITNESS WHEREOF, this Agreement is signed and entered into by the parties hereto on this 6th day of April, 2015.

CITY OF HUNTINGTON PARK

ALVAREZ-GLASMAN & COLVIN


By: Karina Macias
Its: Mayor

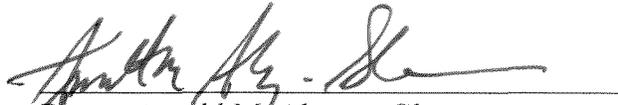

By: Arnold M. Alvarez-Glasman
Its: Managing Partner

EXHIBIT A
ALVAREZ-GLASMAN & COLVIN
RATE SHEET
COMPENSATION AND OTHER PROFESSIONAL SERVICE ISSUES

<u>City Attorney and General Counsel Services</u>	<u>Hourly Rate</u>
Partners	\$ 190.00
Associates	\$ 185.00
Paralegals/Law Clerks	\$ 100.00

The FIRM shall not impose additional charges for secretarial time.

Billing Procedure and Payment Procedure

FIRM provides an itemized billing statement once a month with a complete listing of all services rendered and costs advanced. FIRM works cooperatively with our clients to meet the client's needs to provide a clear, comprehensive billing statement. Attorneys bill at .10 hour increments.

Facsimile:	\$.50 per page
Copies:	\$.50 per page
Mileage	(IRS standard)
Postage, long distance telephone, and out-of-pocket expenses	At Cost
Air Travel:	At Cost

ATTACHMENT "C"

SAREGA LAW, APC
2211 E ORANGEWOOD AVE, UNIT #488
ANAHEIM, CA 92806
714-931-8386

December 16, 2024

ATTORNEY-CLIENT FEE AGREEMENT

SAREGA LAW, APC ("Attorney") and City of Huntington Park ("Client") hereby agree that Attorney will provide legal services to Client on the terms set forth below.

CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; (b) Client pays the initial deposit called for under Paragraph 4; and (c) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect as of the date signed by Attorney.

SCOPE OF SERVICES AND ATTORNEY'S DUTIES

Client hires Attorney to provide legal services in the following matter: internal investigation of elected official. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Attorney will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in collection proceedings after judgment or proceedings regarding renewal of a judgment. A separate written agreement for these services or services in any other matter not described above will be required. Attorney is representing Client only in the matter described above.

CLIENT'S DUTIES

Client agrees to be truthful with Attorney and not withhold information. Further Client agrees to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney by timely providing necessary information and documents. Client agrees to appear at all legal proceedings when Attorney deems it necessary, and generally to cooperate fully with Attorney in all matters related to the preparation and presentation of Client's claims.

DEPOSIT

No Deposit is required to be paid by the Client in this matter.

LEGAL FEES AND BILLING PRACTICES

Client agrees to pay by the hour at Attorney's rates as set forth below for all time spent on Client's matter by Attorney and Attorney's legal personnel. Current hourly rates for legal personnel are as follows:

Attorney	\$300/hour
Associates	\$250/hour
Paralegals	\$125/hour
Law clerks	\$150/hour

The rates on this schedule are subject to change on 30 days written notice to Client. If Client declines to pay increased rates, Attorney will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charged will include, but is not limited to, the time Attorney spends on telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client, witnesses, opposing counsel, court personnel or other persons. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Time is billed in minimum increments one-tenth (.1) of an hour. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

COSTS AND OTHER CHARGES

Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, translator/interpreter fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Attorney's cost. Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying – \$0.15 per page for black and white / \$0.40 per page for color; (3) facsimile charges – \$0.10 per page; (4) postage at cost; and (5) computerized legal research at cost.

Out-of-town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney and Attorney's personnel. Client will also be charged 100% of the hourly rates for the time legal personnel spend traveling.

Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to

pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

Attorney will obtain Client's consent before incurring any costs in excess of \$5,000.00.

OTHER FEES AND COSTS

Client understands that if Client's case proceeds to court action or arbitration, the court may award attorney fees as well as some or all of the type of costs enumerated in Paragraph 6 above to the other party or parties. Payment of such attorney fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by the Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Attorney pursuant to this agreement.

BILLS

Attorney will send Client periodic bills for fees and costs incurred. Each bill will be payable within 30 days of its mailing date. Client may request a bill at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents.

CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

DISCHARGE AND WITHDRAWAL

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced.

CONCLUSION OF SERVICES

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of 180 days, after which Attorney is authorized by this agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than 180 days after the conclusion of Attorney's services for Client on a given matter, a separate written agreement must be made between Attorney and Client, which may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file at Attorney's expense. The case file includes Client materials and property as defined in Rule 1.16(e)(1) of the California Rules of Professional Conduct.

DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by Client, or estimate of fees given by Attorney, are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

PROFESSIONAL LIABILITY INSURANCE DISCLOSURE

Pursuant to California Rule of Professional Conduct 1.4.2(a), I am informing you in writing that I have professional liability insurance.

NO TAX ADVICE

Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 2. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

EFFECTIVE DATE

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

DATED: 12-18-2024

CLIENT



City of Huntington Park

DATED: December 18, 2024

SAREGA LAW, APC



Andrew Sarega

ATTACHMENT "D"

AGREEMENT FOR GENERAL LEGAL COUNSEL SERVICES FOR CITY OF HUNTINGTON PARK

This AGREEMENT FOR GENERAL LEGAL COUNSEL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2025, by and between the CITY OF HUNTINGTON PARK (herein referred to as the "City") and SAREGA LAW, APC (hereinafter referred to as "Firm"). The Firm and the City may be referred to hereinafter individually and/or collectively, as the context may require, as "Party" or "Parties."

1. APPOINTMENT

The City hereby engages the Firm to provide general legal counsel services related to litigation, liability, personnel and any other services, as requested by the City Council ("Council"). The Firm shall represent the City as City Attorney and Successor Agency General Counsel. Such services shall be provided by or under the supervision of Andrew Sarega. Notwithstanding the foregoing named person(s), the Firm may, from time to time, designate other attorneys within the Firm to provide general legal counsel services.

2. SCOPE OF WORK AND DUTIES

A. The Firm shall perform any and all work necessary for the provision of legal counsel, when specifically requested by the City Council, including:

- (i) Attend various Council meetings as requested; and
- (ii) Provide legal advice, written legal opinions, and consultation, as needed on matters affecting litigation, liability, personnel and any other services, as requested; and
- (iii) Be available for telephone consultation with the City Council and Client staff; and
- (iv) Prepare or review necessary agreements and related documents regarding litigation, liability, personnel and any other legal services, as requested by the City Council.

B. The Firm will keep the City Council informed as to the progress and status of all pending matters in accordance with such procedures as the City Council may establish from time to time. The Firm is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned.

C. All legal services shall be coordinated under the direction of the City. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City, at any time, to assign or reassign matters to or from the Firm.

3. TERM

This Agreement shall be effective upon execution by all Parties. The term of this Agreement shall be for ninety (90) days or until the City conducts a request for proposal for legal services, whichever comes first.

4. CLIENT DUTIES

The City agrees to provide such information, assistance, cooperation, and access to books, records, and other information as is necessary for the Firm to effectively render its professional services under this Agreement. To the extent the City desires services to be rendered on site, the City, at the City's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the City Manager, as may be necessary. The City further agrees to abide by this Agreement, and to timely pay the Firm's bills for fees, costs, and expenses, as established by this Agreement. However, nothing in this section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City, at any time, to assign or reassign matters to or from the Firm.

5. PERSONNEL

Except as provided in Section 1, above, the Firm will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to provide legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

6. COMPENSATION

The Firm agrees to provide all of the foregoing legal services at a flat monthly rate ("Rate") of \$15,000.00 per month.

7. COSTS AND OTHER CHARGES

The Firm may incur various costs and expenses in rendering the legal services required by this Agreement, which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by the City. Those costs and expenses are described in more detail in Exhibit A. All clerical services, ordinary travel costs (e.g., from the Firm's office to court or to the City's office) are included within the rates set forth above, and there shall be no additional charges for such expenses. The City agrees to reimburse the Firm for expenses such as expert or consultant fees, or litigation expenses such as court reporters, which shall be passed through to City at the actual costs thereof. Reimbursable costs shall not include any overhead or administrative charge by the Firm or the Firm's cost of equipment or supplies except as provided herein.

The Firm may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a

matter goes into litigation). The City will be responsible for paying such fees and charges. The Firm will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of the City. The Firm will select any investigators, consultants, or experts to be hired only after consultation with the City.

Extraordinary travel expenses, including transportation, meals, and lodging, when incurred on behalf of the City, shall be reimbursed by the City only with the prior agreement of the City.

Finally, periodically, when on-site, the Firm personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the City as well as other clients. The Firm will not be charged for such expenses and, in exchange, will not charge the City for calls made from our office or other locations to the City.

8. STATEMENTS AND PAYMENT

The Firm shall render to the City a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees. Reimbursable costs shall be separately itemized.

Payments shall be made by the City within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by the City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the legal rate.

9. INDEPENDENT CONTRACTOR

The Firm shall perform all legal services required under this Agreement as an independent contractor of the City, and shall remain, at all times as to the City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which the Firm, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The City shall have no voice in the selection, discharge, supervision or control of the Firm's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

10. INSURANCE

The Firm shall maintain professional liability insurance during the term of this Agreement and any extensions thereof.

11. INDEMNIFICATION

The Firm agrees to indemnify, defend and hold harmless the City, its officers, employees and agents, against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be

asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of the Firm, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of the Firm hereunder, or arising from the Firm's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of the City, its officers, agents or employees.

The City acknowledges Firm is being appointed as City Attorney pursuant to the authority of Government Code Section 36505 and has the authority of that office. Accordingly, the City is responsible pursuant to Government Code Section 825 for providing a defense for the City Attorney for actions within the scope of its engagement hereunder. Therefore, City agrees to undertake its statutory duty and indemnify, defend, and hold harmless the Firm, its officers, employees, agents, representatives, and contractors from and against all third party allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) arising out of, resulting from, or in connection with the services contemplated by this Contract, except to the extent such claims or liabilities arise from the willful misconduct of Indemnitees. In connection herewith:

- (i) City will promptly provide a defense and pay any judgment rendered against the Firm, officers, employees, agents, representatives, and contractors for any such claims or liabilities arising out of or in connection with such work, operations, or activities of City hereunder;
- (ii) In the event Firm, its officers, agents, or employees are made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work, operations, or activities of City hereunder, City agrees to pay Firm, officers, employees, agents, representatives, and contractors any and all costs and expenses incurred by attorneys, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

12. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the Party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CLIENT: City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255
(323) 582-6161
rreyes@hpca.gov
Attention: Ricardo Reyes

FIRM: Sarega Law, APC
2211 E Orangewood Ave Unit 488
Anaheim, CA 92806
(213) 744-0099
andrew@saregalaw.com
Attention: Andrew Sarega

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either Party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

13. NON-DISCRIMINATION

In connection with the execution of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. The Firm shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall commence on the date it is executed by the City, and shall remain in full force and effect until terminated by either Party hereto or expiration of the term of this Agreement. The City may discharge the Firm at any time. The Firm and the assigned personnel shall have no right to a hearing or notice. The Firm may withdraw from the City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty-days' (60-days') notice to the City.

In the event of such discharge or withdrawal, the City will pay the Firm's professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. The City agrees to execute, upon request, a stipulation in such form as to permit the Firm to withdraw as the City's attorneys of record in any legal action then pending. The Firm shall deliver all documents and records of the City to the City, or to counsel designated by the City, and assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel.

15. CONFLICTS

The Firm has no present or contemplated employment which is adverse to the City. The Firm agrees it shall not represent clients in matters either involving litigation or non-litigation against the City. However, the Firm may have past and present clients or may have future clients, which, from time to time, may have interests adverse to the City, and the Firm reserves the right to represent such clients in matters not connected with its representation of the City.

If a potential conflict of interest arises in the Firm's representation of two clients, if such conflict is only speculative or minor, then the Firm shall seek waivers from each client with regard to such representation. However, if real conflicts exist, then the Firm would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

16. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the Parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Los Angeles County.

17. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the Parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing. The foregoing notwithstanding, any written amendment limited only to a change in the business name of FIRM or any change in FIRM's business structure may be approved and executed administratively by the City Council, provided Andrew Sarega remain as principal, partner, shareholder and/or employee of FIRM.

18. AUTHORITY

The persons executing this Agreement on behalf of the Parties hereto warrant they are duly authorized to execute this Agreement on behalf of said Parties and that in so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

[Signatures Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of execution by the City.

Date: _____, 2025

CITY OF HUNTINGTON PARK

By: _____

Ricardo Reyes
City Manager

Date: March 10, 2025

SAREGA LAW, APC

By:  _____

Andrew Sarega
President

PUBLIC HEARING(S)

ITEM 1



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 17, 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:

HOLD A PUBLIC HEARING REGARDING THE ADOPTION OF AMENDMENTS TO THE DOWNTOWN SPECIFIC PLAN AND TITLE 9, ZONING OF THE HUNTINGTON PARK MUNICIPAL CODE TO IMPLEMENT HOUSING PROGRAMS 7, 10 AND 13.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Adopt the following amendments associated with the 2021-2029 Housing Element.

1. Conduct a Public Hearing and public testimony; and
2. Adopt Amendment No. 2025-01, amending the Downtown Specific Plan; and
3. Adopt Amendment No. 2025-02, Title 9, Zoning, of the Huntington Park Municipal Code.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park adopted the 2021-2029 Housing Element on October 17, 2023. The adopted Housing Element contains programs, policies, and actions to further the goal of meeting the existing and projected housing needs of all income levels of households in the community and provides evidence of the City's ability to accommodate the Regional Housing Needs Allocation (RHNA) through the year 2029, as established by the Southern California Association of Governments (SCAG).

The Ordinance includes amendments to the Downtown Specific Plan and Title 9 Zoning Code of the Huntington Park Municipal Code. This is to establish consistency with the City's General Plan 2021-2029 Housing Element (hereinafter, "Housing Element"), and satisfying Housing Element Programs 7, 10, and 13.

HOLD A PUBLIC HEARING REGARDING CONSIDERATION OF AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN AND TITLE 9, ZONING OF THE HUNTINGTON PARK MUNICIPAL CODE TO IMPLEMENT HOUSING PROGRAMS 7, 10 AND 13.

March 17, 2025

Page 2 of 3

The project would ensure consistency between the Downtown Specific Plan, the Zoning Code, the 2021-2029 Housing Element Update, and state law. Specifically, the project includes the following actions:

- Amend the Downtown Specific Plan to establish minimum densities in all zones of 20 dwelling units per acre, consistent with Housing Element Action 10-6.
- Amend the Downtown Specific Plan to change the permitting requirement for mixed-use projects from a Conditional Use Permit to a Development Permit, consistent with Housing Element Action 7-2.
- Amend the Downtown Specific Plan and Zoning Code to allow large, unlicensed group homes as a permitted use, consistent with Housing Element Action 7-2.
- Amend the Zoning Code and the Downtown Specific Plan to change permitting requirements for new condominiums from a Conditional Use Permit to a Development Permit, consistent with Housing Element Action 7-2.
- Amend the Zoning Code definition of “family” to remove references to “nonprofit” housekeeping unit and to define “housekeeping unit,” consistent with Housing Element Action 7-2.
- Amend the Zoning Code definition of “group home” to distinguish between large and small and licensed and unlicensed facilities, consistent with Housing Element Action 7-2.
- Amend the Downtown Specific Plan and the Zoning Code to change the permitting requirement for single-room occupancy (SRO) developments from a Conditional Use Permit to a Development Permit; remove subjective standards for SROs that do not apply to other multifamily development types; and remove the prohibition on the conversion of existing hotels, motels, or apartments to SROs, consistent with Housing Element Action 13-3.
- Amend the Zoning Code to establish objective findings for approval for large, licensed group homes, consistent with Housing Element Action 7-2.

The project was presented to the Planning Commission on January 15, 2025 (see Attachment A for the Planning Commission staff report, adopted resolution, and supporting documents). The Planning Commission recommended approval of the ordinances finding the project exempt from California Environmental Quality Act (CEQA) and amending the Downtown Specific Plan and the Huntington Park Municipal Code.

FISCAL IMPACT/FINANCING

No fiscal impacts.

CONCLUSION

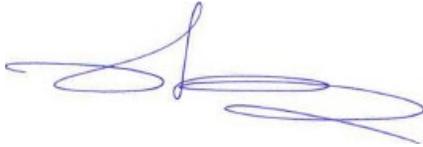
Staff recommend that the City Council adopt Amendment 2025-01 amending the Downtown Specific Plan and adopt Amendment 2025-02 amending the Huntington Park Municipal Code.

HOLD A PUBLIC HEARING REGARDING CONSIDERATION OF AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN AND TITLE 9, ZONING OF THE HUNTINGTON PARK MUNICIPAL CODE TO IMPLEMENT HOUSING PROGRAMS 7, 10 AND 13.

March 17, 2025

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Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Interim Community Development Director

ATTACHMENT:

- A. Planning Commission Staff Report January 15, 2025

ATTACHMENT "A"



CITY OF HUNTINGTON PARK

PLANNING DIVISION AGENDA REPORT

DATE: JANUARY 15, 2025

TO: CHAIRPERSON AND MEMBERS OF THE PLANNING COMMISSION
ATTN: PAUL BOLLIER, ACTING PLANNING COMMISSION SECRETARY
FROM: LEMESSIS QUINTERO, ASSOCIATE PLANNER
SUBJECT: HOUSING ELEMENT IMPLEMENTATION: DOWNTOWN SPECIFIC PLAN AMENDMENT AND HUNTINGTON PARK MUNICIPAL CODE AMENDMENTS

REQUEST: AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN AND TITLE 9, ZONING, OF THE HUNTINGTON PARK MUNICIPAL CODE TO IMPLEMENT HOUSING ELEMENT PROGRAMS 7, 10, AND 13 (Case No. 2024-01). CARRIED OVER FROM DECEMBER 18, 2024 MEETING.

APPLICANT: City of Huntington Park

PROJECT LOCATION: Downtown Specific Plan Area and Citywide

**MUNICIPAL CODE
APPLICABILITY OF
REQUIREMENTS FOR
SPECIFIC PLAN AND
ZONING AMENDMENTS:**

In accordance with Title 9, Chapter 9-2, Article 19, Section 9-2.1905, a Specific Plan shall be prepared, adopted and amended in the same manner as the General Plan, except that a Specific Plan may be adopted by resolution or by ordinance and may be amended as often as deemed necessary by the City Council (Council). The Planning Commission (Commission) shall make a written recommendation to the Council on the proposed Specific Plan whether to approve, approve in modified form, or disapprove based upon the findings outlined in Section 9-2.1909 (Findings). In accordance with Title 9, Chapter 9-2, Article 20, Section 9-2.2005, the Commission shall make a written recommendation to the Council on proposed amendments to the Zoning Code, whether to approve,

HOUSING ELEMENT IMPLEMENTATION: DOWNTOWN SPECIFIC PLAN AMENDMENT AND HUNTINGTON PARK MUNICIPAL CODE AMENDMENTS

Page 2 of 8

approve in modified form, or disapprove based upon the findings outlined in Section 9-2.2007 (Findings).

REQUIRED FINDINGS FOR A SPECIFIC PLAN AMENDMENT AND ZONING CODE UPDATE:

Specific Plan Amendment. The Commission shall make a written recommendation to the Council on a proposed Specific Plan amendment whether to approve, approve in modified form, or disapprove based upon the following findings (outlined in Section 9-2.1909, Findings):

1. The proposed plan is consistent with the General Plan;
2. The proposed plan would not be detrimental to the public interest, health, safety, convenience or welfare of the City;
3. The subject property is physically suitable for the requested zoning designation(s) and the anticipated land use development(s);
4. The proposed plan ensures development of desirable character which will be harmonious with existing and proposed development in the surrounding neighborhood; and
5. The proposed plan will contribute to a balance of land uses so that local residents may work and shop in the community in which they live.

Zoning Code Amendments. The Commission shall make a written recommendation to the Council on a proposed amendment to the Zoning Code whether to approve, approve in modified form, or disapprove based upon the following findings (Section 9-2.2007, Findings):

- A. The proposed amendment is internally consistent with the General Plan;
- B. The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City;
- C. The proposed amendment would contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live;
- D. The subject parcel(s) is physically suitable (including, but not limited to, access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested/anticipated land use development; and

HOUSING ELEMENT IMPLEMENTATION: DOWNTOWN SPECIFIC PLAN AMENDMENT AND HUNTINGTON PARK MUNICIPAL CODE AMENDMENTS

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- E. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA), and the City's Guidelines.

ENVIRONMENTAL REVIEW:

The Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3) (“general rule” or “common sense”) and of Title 14, Article 18, 15620 of the California Code of Regulations (statutory). The Project falls within the sphere of the general rule or common sense rule, which states that CEQA applies only to development which have the potential for causing a significant effect on the environment; as such, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the Project is not subject to CEQA.

BACKGROUND:

The City initiated amendments to the Downtown Specific Plan and Title 9 (Zoning Code) of the Huntington Park Municipal Code (HPMC) to establish consistency with the City's General Plan 2021-2029 Housing Element (hereinafter, “Housing Element”), and satisfying Housing Element Programs 7, 10, and 13.

Specifically, the updates to the Downtown Specific Plan and the Zoning Code include the following:

- Amend the Downtown Specific Plan to establish minimum densities in all zones of 20 dwelling units per acre, consistent with Housing Element Action 10-6.
- Amend the Downtown Specific Plan to change the permitting requirement for mixed-use projects from a Conditional Use Permit to a Development Permit, consistent with Housing Element Action 7-2.
- Amend the Downtown Specific Plan and Zoning Code to allow large, unlicensed group homes as a permitted use, consistent with Housing Element Action 7-2.
- Amend the Zoning Code and the Downtown Specific Plan to change permitting requirements for new condominiums from a Conditional Use Permit to a Development Permit, consistent with Housing Element Action 7-2.
- Amend the Zoning Code definition of “family” to remove references to “nonprofit” housekeeping unit and to define

HOUSING ELEMENT IMPLEMENTATION: DOWNTOWN SPECIFIC PLAN AMENDMENT AND HUNTINGTON PARK MUNICIPAL CODE AMENDMENTS

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- “housekeeping unit,” consistent with Housing Element Action 7-2.
- Amend the Zoning Code definition of “group home” to distinguish between large and small and licensed and unlicensed facilities, consistent with Housing Element Action 7-2.
- Amend the Downtown Specific Plan and the Zoning Code to change the permitting requirement for single-room occupancy (SRO) developments from a Conditional Use Permit to a Development Permit; remove subjective standards for SROs that do not apply to other multifamily development types; and remove the prohibition on the conversion of existing hotels, motels, or apartments to SROs, consistent with Housing Element Action 13-3.
- Amend the Zoning Code to establish objective findings for approval for large, licensed group homes, consistent with Housing Element Action 7-2.

As part of the 6th cycle Housing Element update, cities are required to identify housing sites that provide the development capacity to accommodate build out of the City’s Regional Housing Needs Allocation (RHNA) at all income levels. To accommodate the City’s RHNA need for all income levels, future housing development would occur through a variety of methods. Housing elements are also required to consider ways to promote access to housing that is attainable for residents at all income levels, beyond focusing solely on opportunities for production of new units. Huntington Park adopted the 2021-2029 Housing Element on October 17, 2023. The adopted Housing Element establishes programs, policies, and actions to further the goal of meeting the existing and projected housing needs of all income levels of households in the Huntington Park community and provides evidence of the City’s ability to accommodate the RHNA through the year 2029, as established by the Southern California Association of Governments (SCAG). The Project would ensure consistency between the Downtown Specific Plan and Zoning Code with the 2023-2031 Housing Element Update and state law.

DISCUSSION:

For the purpose of this staff report, amendments to the Downtown Specific Plan are identified in the attached resolution, Exhibit A. Existing language is in normal font, all language proposed to be deleted is highlighted and in

HOUSING ELEMENT IMPLEMENTATION: DOWNTOWN SPECIFIC PLAN AMENDMENT AND HUNTINGTON PARK MUNICIPAL CODE AMENDMENTS

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~~strikethrough~~ font, and proposed language is highlighted and **bold underline**. Amendments to the HPMC are identified in the attached ordinance, Exhibit B. All existing HPMC language is in normal font, all HPMC language proposed to be deleted is highlighted and in ~~strikethrough~~ font, and proposed language is highlighted and **bold underline**.

The City initiated tribal consultation in conformance with Senate Bill (SB) 18 on August 13, 2024. No requests for further consultation were made, and the consultation period closed November 11, 2024.

ANALYSIS:

The Project involves text changes to the Downtown Specific Plan and Zoning Code for consistency with state law and the General Plan Housing Element. The intent of the project is for the City to continue to address evolving community needs, enhance housing options, and provide compatibility with the City's long-term development goals in support of the General Plan, specifically the Housing Element.

FINDINGS

Specific Plan Amendment. The Commission shall make a written recommendation to the Council on a proposed Specific Plan amendment whether to approve, approve in modified form, or disapprove based upon the following findings (outlined in Section 9-2.1909, Findings):

1. The proposed plan is consistent with the General Plan;

Finding: The Project would make the Downtown Specific Plan consistent with the City's General Plan 2021-2029 Housing Element (hereinafter, "Housing Element"), satisfying Housing Element Programs 7, 10, and 13.

2. The proposed plan would not be detrimental to the public interest, health, safety, convenience or welfare of the City;

Finding: The Project is consistent with the Housing Element goals and policies to provide opportunities for the development of suitable housing to meet the diverse needs of existing and future residents and to promote equal opportunity for all residents to reside in the housing of their choice. The Project would further fair housing goals to provide opportunities for housing for special needs populations.

HOUSING ELEMENT IMPLEMENTATION: DOWNTOWN SPECIFIC PLAN AMENDMENT AND HUNTINGTON PARK MUNICIPAL CODE AMENDMENTS

Page 6 of 8

- 3. The subject property is physically suitable for the requested zoning designation(s) and the anticipated land use development(s);**

Finding: The Project does not pertain to any specific parcels, and development proposals facilitated by this amendment will be evaluated on a case-by-case basis.

- 4. The proposed plan ensures development of desirable character which will be harmonious with existing and proposed development in the surrounding neighborhood; and**

Finding: The Project would facilitate development anticipated in the Housing Element, and reduces permitting requirements for multifamily uses, group homes, and single-room occupancy developments, expanding opportunities for a variety of housing types in the downtown area and elsewhere, consistent with the goals of the General Plan Housing Element.

- 5. The proposed plan will contribute to a balance of land uses so that local residents may work and shop in the community in which they live.**

Finding: The Project would facilitate a mix of land uses in the Downtown Specific Plan area, allowing for residential development near commercial and transit centers.

Zoning Ordinance Amendments. The Commission shall make a written recommendation to the Council on a proposed amendment to the Zoning Code whether to approve, approve in modified form, or disapprove based upon the following findings (Section 9-2.2007, Findings):

- A. The proposed amendment is internally consistent with the General Plan.**

Finding: The Project would make the Zoning Ordinance consistent with the City's General Plan 2021-2029 Housing Element (hereinafter, "Housing Element"), satisfying Housing Element Programs 7, 10, and 13.

- B. The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.**

Finding: The Project is consistent with the Housing Element goals and policies to provide opportunities for the development of suitable housing to meet the diverse

HOUSING ELEMENT IMPLEMENTATION: DOWNTOWN SPECIFIC PLAN AMENDMENT AND HUNTINGTON PARK MUNICIPAL CODE AMENDMENTS

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needs of existing and future residents and to promote equal opportunity for all residents to reside in the housing of their choice. The Project would further fair housing goals to provide opportunities for housing for special needs populations.

- C. The proposed amendment would contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live.**

Finding: The Project would facilitate development anticipated in the Housing Element, and reduces permitting requirements for multifamily uses, group homes, and single-room occupancy developments, expanding opportunities for a variety of housing types in the downtown area and elsewhere, consistent with the goals of the General Plan Housing Element.

- D. The subject parcel(s) is physically suitable (including, but not limited to, access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested/anticipated land use development.**

Finding: The Project does not pertain to any specific parcels, and development proposals facilitated by this amendment will be evaluated on a case-by-case basis.

- E. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA), and the City's Guidelines.**

Finding: The City conducted environmental review consistent with CEQA.

PUBLIC NOTICE:

Public hearing notice was published on December 5, 2024, as of the date of this public hearing, Staff has not received any public comment.

RECOMMENDATION:

That the Planning Commission conduct a public hearing, consider all public testimony, and adopt Resolution No. 2024-01, recommending that the Council find the project exempt from CEQA and adopt the Downtown Specific Plan amendment and Zoning Code amendments.

CONDITIONS OF APPROVAL: N/A

**HOUSING ELEMENT IMPLEMENTATION: DOWNTOWN SPECIFIC PLAN AMENDMENT
AND HUNTINGTON PARK MUNICIPAL CODE AMENDMENTS**

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ATTACHEMENT:

- A. Resolution No. 2024-01

EXHIBITS:

- A. Downtown Specific Plan Amendment
- B. Zoning Code Amendments
- C. Common Sense Exemption
- D. Downtown Specific Plan Chapter 4 - District Standards and Guidelines

**PLANNING COMMISSION
RESOLUTION NO. 2024-01**

ATTACHMENT A

CASE NO. 2024-01 ZOA

1 **WHEREAS**, the City of Huntington Park, California, pursuant to the provisions of
2 CEQA, has determined that the Project is exempt from CEQA, and has prepared a Common
3 Sense Exemption (attached as “Exhibit C”) in accordance with CEQA Guidelines Sections
4 15060(c)(2) and 15061(b)(3) (“general rule” or “common sense”) and of Title 14, Article 18,
5 15620 of the California Code of Regulations (statutory); and

6 **WHEREAS**, all persons appearing for or against the approval of the Project were
7 given the opportunity to be heard in connection with said matter; and

8 **WHEREAS**, all written comments received prior to the hearing, and responses to such
9 comments, were reviewed and considered by the Planning Commission.

10 **NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF**
11 **HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND, AND RESOLVES AS**
12 **FOLLOWS:**

13 **SECTION 1:** The proposed Ordinance amending the DTSP, as attached hereto and
14 marked Exhibit “A,” and HPMC, as attached hereto and marked Exhibit “B,” have been
15 presented to the Planning Commission, and the Commission has reviewed and considered
16 the information therein prior to any action on the adoption of this Resolution.

17 **SECTION 2:** The Planning Commission hereby makes the following findings with
18 respect to the adoption of the amendments to the DTSP (per required findings listed in
19 Section 9-2.1909)

20 **1. The proposed plan is consistent with the General Plan;**

21 **Finding:** The Project would make the DTSP consistent with the City’s General Plan
22 2021-2029 Housing Element (hereinafter, “Housing Element”), satisfying Housing
23 Element Programs 7, 10, and 13.

24 **2. The proposed plan would not be detrimental to the public interest, health,**
25 **safety, convenience or welfare of the City;**

26 **3. Finding:** The Project is consistent with the Housing Element goals and policies to
27 provide opportunities for the development of suitable housing to meet the diverse
28 needs of existing and future residents and to promote equal opportunity for all

1 residents to reside in the housing of their choice. The Project would further fulfill fair
2 housing goals to provide opportunities for housing for special needs populations. **The**
3 **subject property is physically suitable for the requested zoning designation(s)**
4 **and the anticipated land use development(s);**

5 **Finding:** The Project does not pertain to any specific parcels, and development
6 proposals facilitated by this amendment will be evaluated on a case-by-case basis.

- 7 **4. The proposed plan ensures development of desirable character which will be**
8 **harmonious with existing and proposed development in the surrounding**
9 **neighborhood; and**

10 **Finding:** The Project would facilitate development anticipated in the Housing Element,
11 and reduce permitting requirements for multifamily uses, group homes, and single-
12 room occupancy developments, expanding opportunities for a variety of housing types
13 in the downtown area and elsewhere, consistent with the goals of the General Plan
14 Housing Element.

- 15 **5. The proposed plan will contribute to a balance of land uses so that local**
16 **residents may work and shop in the community in which they live.**

17 **Finding:** The Project would facilitate a mix of land uses in the DTSP area, allowing
18 for residential development near commercial and transit centers.

19 **SECTION 3:** The Planning Commission hereby makes the following findings with
20 respect to the adoption of the Zoning Ordinance Amendments (per required findings listed
21 in Section 9-2.2007, Findings):

- 22 **A. The proposed amendment is internally consistent with the General Plan.**

23 **Finding:** The Project would make the Zoning Ordinance consistent with the City's
24 General Plan 2021-2029 Housing Element (hereinafter, "Housing Element"),
25 satisfying Housing Element Programs 7, 10, and 13.

- 26 **B. The proposed amendment would not be detrimental to the public interest,**
27 **health, safety, convenience, or welfare of the City.**

28 **Finding:** The Project is consistent with the Housing Element goals and policies to

1 provide opportunities for the development of suitable housing to meet the diverse
2 needs of existing and future residents and to promote equal opportunity for all
3 residents to reside in the housing of their choice. The Project would further fair housing
4 goals to provide opportunities for housing for special needs populations.

5 **C. The proposed amendment would contribute to an appropriate balance of land**
6 **uses so that local residents may work and shop in the community in which they**
7 **live.**

8 **Finding:** The Project would facilitate development anticipated in the Housing Element,
9 and reduce permitting requirements for multifamily uses, group homes, and single-
10 room occupancy developments, expanding opportunities for a variety of housing types
11 in the downtown area and elsewhere, consistent with the goals of the General Plan
12 Housing Element.

13 **D. The subject parcel(s) is physically suitable (including, but not limited to, access,**
14 **provision of utilities, compatibility with adjoining land uses and absence of**
15 **physical constraints) for the requested/anticipated land use development.**

16 **Finding:** The Project does not pertain to any specific parcels, and development
17 proposals facilitated by this amendment will be evaluated on a case-by-case basis.

18 **E. The proposed project has been reviewed in compliance with the provisions of**
19 **the California Environmental Quality Act (CEQA), and the City's Guidelines.**

20 **Finding:** The City conducted environmental review consistent with CEQA.

21 **SECTION 4:** This Resolution will remain effective until superseded by a
22 subsequent resolution.

23 **SECTION 5:** This resolution shall not become effective until 15 days after the date
24 of decision rendered by the Planning Commission, unless within that period of time it is
25 appealed to the City Council. The decision of the Planning Commission shall be stayed
26 until final determination of the appeal has been effected by the City Council.

27 **SECTION 6:** The Planning Commission hereby approves Resolution
28 No. 2024-XX, recommending to the City Council the adoption of a DTSP Amendment and

1 ZOA, and the adoption of a Common Sense Exemption under CEQA.

2 **SECTION 7:** The Secretary of the Planning Commission shall certify to the
3 adoption of this resolution and a copy thereof shall be filed with the City Clerk.

4
5 **PASSED, APPROVED, AND ADOPTED** this 15th day of January, 2025 by the following
6 vote:

7 AYES: Commissioners Carvajal, Estrada, Gomez, and Chair Ortiz

8 NOES:

9 ABSENT: Commissioner Tarango

10 ABSTAIN:

11 HUNTINGTON PARK PLANNING COMMISSION

12
13 

14
15 Graciela Ortiz, Chairperson

16 ATTEST:

17
18 

19
20 Paul Bollier, Acting Secretary

DOWNTOWN SPECIFIC PLAN AMENDMENT

EXHIBIT A

CASE NO. 2024-01 ZOA

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AMENDING THE DOWNTOWN SPECIFIC PLAN FOR CONSISTENCY WITH GENERAL PLAN 2021-2029 HOUSING ELEMENT PROGRAMS AND IMPLEMENT HOUSING ELEMENT PROGRAMS 7, 10, AND 13.

WHEREAS, the City of Huntington Park (“City”) is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce within its jurisdictional limits all local, police, sanitary, and other ordinances, resolutions, and regulations not in conflict with general laws of the state; and

WHEREAS, the following amendments to Downtown Specific Plan are required to implement the General Plan 2021-2029 Housing Element.

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

SECTION 1: Figure 4.4 of the Downtown Specific Plan is hereby amended to read as follows:

Figure 4.4 Proposed Zoning Revisions

Development Standard Comparison								
Zones	FAR	Max. Density (min. – max.)	Min. Lot Area	Min. Front Setback	Min. Rear Setback	Min. Side Setback	Max. Building Height	Residential Allowed on First Floor
A – Gateway	2:1 – 4:1	70 du/ac [*] 20 – 70 du/ac [*]	5,000 sf	0'	0'	0'	84'	No
B – Festival	2:1 – 4:1	70 du/ac [*] 20 – 70 du/ac [*]	5,000 sf	0'	0'	0'	60'	No
C – Neighborhood	0.5 – 2.1	70 du/ac [*] 20 – 70 du/ac [*]	5,000 sf	10'	10'	0'	35' – 60'	Yes
D – Zoe	1:1 – 3:1	30 du/ac [*] 20 – 30 du/ac [*]	5,000 sf	10'	0'	0'	35'	No [*]

* When part of a mixed-use project
^{*} When fronting Zoe Ave; residential allowed on first floor if not fronting Zoe Ave.

SECTION 2: Section 4-4.1 of the Downtown Specific Plan is hereby amended to read as follows:

For all non-residential and mixed-use projects, building intensities are regulated through “Floor Area Ratio” (FAR) and/or building density. FAR is obtained by dividing the gross floor area of a structure as measured from the outside of the exterior walls, which includes all living spaces and attics, by the gross area of the lot. Parking lots, tuck-under, podium or non-daylighted parking located under the building footprint, and parking structures are excluded from FAR calculations for commercial and mixed use development.

1 In addition to FAR requirements, a **minimum and** maximum density for
2 residential uses is applied. Densities are regulated through a “dwelling units per acre”
(du/ac) measurement.

3 **SECTION 3:** Section 4-4.12 of the Downtown Specific Plan is hereby amended to
4 read as follows:

5 Mixed-use projects combine commercial, office, and/or residential uses into one
6 single development. The uses can be combined in multiple ways, such as each use on
7 a separate floor or wing of a building or each use in completely separate buildings
placed throughout a site. Either type of mixed-use is strongly encouraged within the
Specific Plan area.

8 Mixed-use projects can create unique design issues such as the need to balance
9 the requirements of residential uses with the needs of commercial uses. **A Conditional
Use Permit is required for all mixed-use projects and these projects** must comply with
the following regulations.

10 A. The maximum number of dwelling units shall be based on the following
11 densities:

12 1) Senior citizen housing-225 units per gross acre and
13 2) Multi-family, condominiums and single room occupancy projects- **20 to** 70
14 units per gross acre in Districts A, B, and C and **20 to** 30 units per gross acre in District
D.

15 B. Residential uses shall not occupy first/ground floor space in Districts A
16 and B and along the Zoe Street frontage in District D, except for entrances and lobbies.
For projects under 10 units, the required ADA unit may be located at the ground floor in
a non-street fronting location for Districts A, B, and D.

17 C. Access to residential units shall be from a central lobby which may be
18 located on the first/ground level or one story above. Lobby access shall be restricted to
residents only.

19 D. Special consideration shall be given to the location and screening of noise
20 generating equipment (i.e., refrigeration units, air conditioning and exhaust fans). Noise
reducing screens and insulation may be required if any equipment has the potential to
create a negative impact on residential uses.

21 E. Separate access drives and parking facilities shall be provided for
22 residential uses and commercial uses except that residential visitor parking and
23 commercial parking may be shared subject to the approval of the Director of Community
Development.

24 F. Commercial loading areas and trash/recyclable material storage facilities
25 shall be located as far as possible from residential units and should be completely
screened from view from the residential portion of the project.

26 G. Lighting for the commercial uses shall be appropriately shielded so as not
to spill over into the residential area or impact the residential units in any way.

27 H. Private open space shall be provided for residential uses in a mixed-use
28 project. Refer to the At-A-Glance sheets for specific development standards for each
District.

SECTION 4: Figure 4.58, Land Use Table, Section C, of the Downtown Specific
Plan is hereby amended to read as follows:

Figure 4.58, Land Use Table

Land Use Activity	A Gateway	B Festival	C Neighborhood	D Zoe
P = Permitted; C = Conditional Use Permit; D = Development Permit 1 = Permitted Only Above First Floor on Pacific Boulevard; 2 = Permitted Only Above First Floor; = Subject to regulations in the City of Huntington Park Planning and zoning Code Section 9-4.203(2)(A) and must be 200' from schools, parks, religious organizations, and R-L, R-M, R-H and C-N uses and also from uses identical to the noted use except for Grocery Stores/Food Markets and Restaurants; 4 = Subject to regulations in the City of Huntington Park Planning and Zoning Code Section 9-4.203(2)(A).				
C. Residential Uses				
Child Care Facility (in conjunction with residential use only) – Small Family Child Day Care (8 or less children)	P	P	P	P
Child Care Facility (in conjunction with residential use only) – Large Family Child Day Care (9 or more children)	C ²	C ²	C ²	C ²
Condominiums (new construction)	C ² D ²	C ² D ²	C D	C ² D ²
Condominiums (conversions)	C	C	C	C
Day Care Center	C ²	C ²	C	C
Density Bonus/Affordable Housing	C ²	C ²	C	C ²
Group Homes (6 or less clients) (Large and Small, licensed and unlicensed)	P ¹	-	P	P ²
Group Homes (7 or more clients) (Large, licensed facilities)	-	C ²	C	C ²
Multi-Family Dwelling	D ²	D ²	D	D ²
Senior Citizen Housing (only in Senior Citizen Housing Overlay District)	C ² D ²	C ² D ²	C D	C ² D ²
Single-Family Dwellings	-	-	C	-
Single Room Occupancy	C ² D ²	C ² D ²	C D	-
Zero Lot Line/Small Residential Development	-	-	C	-
Recreational Accessory Uses				
Swimming Pool, Private	P ²	P ²	P	P
Tennis Court Private	D ²	D ²	D	D
Tree “Play” House	-	-	P	P
Accessory Uses				
Fences and Walls	P	P	P	P
Garage	P ¹	-	P	P
Keeping of Domestic Animals/Household Pets	P	P	P	P
Outdoor Play/Athletic Equipment	P ²	P ²	P	-
Patio (with or Without Cover)/Gazebo	P ¹	P ¹	P	-
Satellite Dish Antenna	D	D	D	D
Storage	D	D	D	D
Vehicle Repair (Property owner/tenant vehicle only, and only within enclosed garage/yard)	-	-	P	-
Vertical Antenna (12 feet or less in height)	P	P	P	P
Vertical Antenna (more than 12 feet in height)	D	D	D	D

SECTION 4: District A Gateway At-A-Glance Sheet (page 106) is hereby amended to reflect density limitations of 20 to 70 dwelling units per acre.

SECTION 5: Amend District B Festival At-A-Glance Sheet (page 109) is hereby amended to reflect density limitations of 20 to 70 dwelling units per acre.

SECTION 6: District C Neighborhood At-A-Glance Sheet-1 (page 114) and At-A-Glance Sheet-2 (page 115) are hereby amended to reflect density limitations of 20 to 70 dwelling units per acre.

ZONING CODE AMENDMENTS

EXHIBIT B

CASE NO. 2024-01 ZOA

1 group homes are those serving six or fewer residents. Large group homes are
2 those serving seven or more residents. Group homes may be licensed or
3 unlicensed. Licensed group homes are those that provide services that require
4 licenses under state law.

4 **SECTION 3:** That Title 9 "Zoning," Chapter 3 "General Regulations," Article 15
5 "Condominium Developments, Condominium Conversions, and Planned Unit
6 Developments," "§ 9-3.1504. Application required," of this Code is hereby amended to
7 read as follows:

7 Condominium developments/conversions conversions shall be permitted in the Low-
8 Density Residential (R-L), Medium-Density Residential (R-M), High-Density Residential
9 (R-H), and the Downtown Huntington Park Specific Plan (DTSP) Underlying (Base)
10 Districts, subject to Planning Commission approval of a Development Permit in the R-L,
11 R-M and R-H Zones, and Conditional Use Development Permit approval in the DTSP.
12 Condominium conversions shall be permitted in the DTSP Districts subject to approval
13 of a Conditional Use Permit.

12 **SECTION 4:** That Title 9 "Zoning," Chapter 3 "General Regulations," Article 13
13 "Single Room Occupancy (SRO) Facilities," § 9-3.1302. Applicability," of this Code is
14 hereby amended to read as follows:

14 **§ 9-3.1302. APPLICABILITY.**

15 Single room occupancy (SRO) facilities, allowable only in the SRO Overlay District and
16 within specified Districts in the Huntington Park Downtown Specific Plan (DTSP) subject
17 to the approval of a Conditional Use Development Permit, shall be
18 located/developed/operated in the following manner:

18 (1) The parcel upon which the single room occupancy facility is to be established
19 shall conform to all standards of the R-H and the Huntington Park Downtown
20 Specific Plan (DTSP) zoning districts, as applicable;

20 (2) SROs shall not be located within 250 feet of a parcel which has a school for
21 children, adult bookstore or theater, bar or liquor store; and existing motels,
22 hotels or apartments shall not be permitted to convert to SROs;

22 (3) SROs shall be located within one-quarter mile of a bus stop or transit station;

23 (4) SROs shall not exceed a maximum density of 70 units per gross acre in the
24 DTSP or 400 units per gross acre in the SRO Overlay District;

25 (5) Off-street parking shall be provided in compliance with Chapter 3, General
26 Regulations, Article 8 of this chapter (Off-Street Parking Standards);

26 (6) Secured bicycle or motorcycle spaces shall be provided at a minimum ratio of
27 one space for each 10 tenants;

28 (7) The design of a SRO project shall coordinate with and complement the existing
architectural style and standards of the surrounding land uses. If a design

1 ~~theme has been established in the proposed area, the theme should be~~
2 ~~reflected in the design and scale of the SRO project.~~

3 (8) A permanent, continuously available temporary parking/loading area shall be
4 provided adjacent to the main entrance;

5 (9) Exterior common areas and/or open courtyards should be provided throughout
6 the project. These areas should be designed to provide passive open space
7 with tables, chairs, planters or small garden spaces to make these areas useful
8 and functional for the tenants. Exterior common areas, including parking areas,
shall be illuminated with a minimum of two footcandles by low pressure sodium
lighting from dusk to dawn. The exterior lighting shall be stationary and directed
away from adjacent properties and public rights-of-way;

9 (10) Each SRO unit shall be provided with the following minimum amenities:

10 A. Adequate heating and air conditioning (Window air conditioning units are
11 not permitted). Air conditioning units may be installed for each SRO unit as
long as they are flush with the exterior wall surface,

12 B. Kitchen sink with garbage disposal,

13 C. Counter top measuring a minimum of 12 inches deep and 24 inches wide,

14 D. Space and proper wiring for a microwave and small refrigerator. (These
15 appliances shall be available from the operator for rent by the residents.),

16 E. Pre-wired for telephone and cable television,

17 F. Toilet and sink in a separate room (minimum of 20 square feet without
18 shower and 40 square feet with shower),

19 G. One bed (minimum standard twin size),

20 H. One closet (minimum six square feet),

21 I. One storage/desk arrangement with chair,

22 J. Intercom system, and

23 K. Lockable door, which is a minimum of 36 inches wide, opens inward and
24 has a reprogrammable key card access from a secured enclosed interior
hallway or common area;

25 (11) The maximum occupancy for each unit is one tenant and the minimum unit size
26 (not including the toilet compartment) shall be 150 square feet;

27 (12) Elevators shall be required on new SROs that are three stories or more in
28 height;

(13) A full common kitchen facility shall be provided on each floor, if complete
kitchens are not provided in each unit. Complete kitchens shall include a

1 range/stove, sink with garbage disposal and refrigerator. Tenant-provided
2 cooking appliances or facilities shall be prohibited in each SRO unit, unless
approved in writing by the management staff;

3 (14) If complete bathrooms are not provided in each unit, shared showers shall be
4 provided at a minimum ratio of one for each seven tenants or fraction thereof on
5 the same floor with interior lockable doors. These shall be directly accessible
from indoor common areas or indoor hallways;

6 (15) SRO facilities shall provide for a minimum of one handicapped-accessible unit
7 for every 25 units or fraction thereof for up to 100 units and one handicapped-
8 accessible unit for every 40 units or fraction thereof for the number of units
over 100;

9 (16) At least one janitor closet and trash chute shall be provided on each floor;

10 (17) Common laundry facilities shall be provided with a minimum of one washer and
11 one dryer for every 25 units or fraction thereof for up to 100 units and one
12 washer and one dryer for every 50 units or fraction thereof for the number of
13 units over 100. Keyed access for "tenants only" shall be provided. Defensible
space concepts shall be employed in the design and location of the laundry
facility areas;

14 (18) Furnished and secured common indoor space shall be provided at the following
15 minimum ratios:

- 16 A. Four and one-half (4.5) square feet for each 150 to 159 square feet unit,
- 17 B. Four square feet for each 160 to 169 square feet unit,
- 18 C. Three and one-half (3.5) square feet for each 170 to 179 square feet unit,
- 19 D. Three square feet for each 180 and up square feet unit;

20 Common indoor space means all useable interior common areas not used for
21 circulation or service facilities. Common indoor space includes, but is not
limited to, lobby, recreation room or reading room;

22 (19) Ingress and egress shall be strictly limited and monitored by the use of a front
23 desk area which has a full view of the entry/lobby area, is staffed 24 hours a
24 day, seven days a week, and has an operational outdoor entry intercom
25 system with intercoms in each unit and common areas. Entrance into the
26 hallways of common areas where individual units are located shall be regulated
27 by the front desk clerk through the use of "buzz-in" doors. Each tenant and
28 guest shall be cleared by the front desk clerk before entry is permitted. The
required secondary egress areas shall also be alarmed and monitored. A
notice shall be posted in the indoor lobby area regarding contact procedures to
investigate code compliance problems. At least one pay telephone, a drinking
fountain, restrooms and individual mailboxes shall be provided in the
lobby/front desk area;

- 1 (20) An adequately sized supply room shall be provided with adequate security
2 control;
- 3 (21) SROs of any size shall be required to have fully automatic fire sprinkler
4 systems with a central monitoring system, alarm and fire annunciator in
5 compliance with County Fire Department standards. A manual fire alarm
6 system shall also be installed;
- 7 (22) All provisions of the Uniform Building Code and Uniform Fire Code relating to
8 hotels shall be followed. However, reasonable equivalent alternatives to
9 Building and Fire Code requirements may be utilized, if approval is first
10 obtained from the City Building Official and County Fire Chief on a case-by-
11 case, item-by-item basis;
- 12 ~~(23) Defensible space concepts shall be employed in the location, design, and
13 construction of SROs;~~
- 14 (24) Interior hallways shall be brightly lit with at least one footcandle of lighting on
15 the floor surface;
- 16 (25) All lighting fixtures shall be vandal and graffiti resistant. All ground-floor exteriors
17 and common areas, including hallways, elevators and shower facilities should
18 be made graffiti resistant through the use of special paint, texturing, carpeting
19 or other means approved by the Police Department;
- 20 (26) A Management Plan shall be submitted for review and approval or approval
21 with modifications as part of the ~~Conditional Use Development~~ Permit
22 process. This Plan shall be comprehensive and shall contain provisions
23 recommended by the Director and adopted by the Review Authority. Failure of
24 the property owner to comply with the Management Plan shall be grounds for
25 revocation of the ~~Conditional Use Development~~ Permit in compliance with
26 Chapter 2, Article 11;
- 27 (27) Security provisions shall be provided in the following manner:
 - 28 A. Video cameras equipped with infrared detectors shall be strategically
placed in all public areas including hallways, elevator entrances, lobby
areas, garage areas, laundry areas, profit centers and other common
areas and monitored for internal security. The monitoring station shall be
at or adjacent to the front desk. In order to provide for adequate
monitoring, the location and configuration of monitors is subject to
approval by the Police Department,
 - B. Individual tenant's entry doors shall be equipped with interior locks and
key card entrance systems that shall be reprogrammable,
 - C. Common shower area doors accessible through hallways shall be
equipped with interior locks with access by a management master key. An
emergency call button or pull cord shall be provided in the shower area,

- 1 D. Front entry areas shall allow for adequate visual access into the front
2 entry/ desk/lobby area by police from patrol cars,
- 3 E. Each tenant's room and all common areas shall have operable windows,
4 except for the first floor which may be fixed, if a reasonable equivalent
5 alternative is approved by the City Building Official and County Fire Chief,
- 6 F. Adequate measures shall be taken to provide for vehicle parking security
7 including limited secured access by electronic wrought iron security gates
8 and fencing or alternative materials compatible with the architectural style,
9 night lighting and video camera monitoring. Override devices for gates
10 shall be provided for the Police and Fire Departments,
- 11 G. If management fails to operate the facility in a safe and secure manner or
12 violations of conditions of approval are found, then a private security guard
13 may be required to be provided on a 24 hour-a-day basis. The security
14 guard shall be fully uniformed, bonded, P.O.S.T. certified and licensed by
15 the State to bear firearms,
- 16 H. Valid photo identification shall be required as a condition of tenant
17 registration. A valid photo identification is a state issued driver's license, a
18 military identification card, an official state identification card or a Police
19 Department registration card. Management shall post in the
20 lobby/registration area signs declaring that photo identification is required
21 for every tenant and that the registration information will be presented to
22 the Police Department upon demand, and
- 23 I. Management is to keep and maintain complete and accurate tenant
24 registration cards in duplicate, including photocopies of required photo
25 identification. Registration information shall include the name of the tenant,
26 unit number, rental rate, vehicle type and vehicle license number. The
27 duplicate copies of the registration cards shall be taken to the Police
28 Department weekly. Registration information shall be provided to the
Police Department upon demand;

(28) A condition of approval of a SRO facility shall be compliance with Chapter 1 of Title 3 of the Municipal Code. (Business License Regulations). A SRO facility with excessive drug or prostitution arrests **or other officers deemed public safety concerns** may be brought before the Chief of Police for review, with notice of that review meeting being sent to the SRO facility owner. If the Chief of Police determines that excessive drug or prostitution arrests or other officers deemed public safety concerns are occurring at the SRO facility, the Operators Permit may be revoked. Further operation of the SRO facility shall not occur without first applying and obtaining approval for a new Operators Permit;

(29) ~~Condition~~ compliance inspections by the City may be made on an annual basis and the costs of the inspections shall be paid by the SRO facility operator. Any violation(s) of the conditions of approval, Municipal Code, or State, or Federal laws or regulations pertaining to SRO facilities, as they exist at the time of the inspection, shall be corrected within the time period(s) specified in the notice of

1 violation. If the Director makes a finding that the corrections have not been
 2 made within the specified time period(s), the **Conditional-Use Development**
 3 Permit and Operators Permit for the SRO facility may be revoked in compliance
 with Chapter 2, Article 11 of this Code; and

4 (30) The maximum number of SRO units to be brought into service within the City
 5 after the effective date of this Code, shall be the number that accommodates
 6 500 tenants. Prior to any proposed amendments to these SRO standards or to
 an increase in the maximum number of SRO units-in-service, the Department
 shall present a report to the Council with the following information:

- 7 A. The number and location of permitted SRO projects,
- 8 B. The capacity of existing SRO units,
- 9 C. The average occupancy rate,
- 10 D. The rent levels,
- 11 E. The average number of vehicles for each tenant, and
- 12 F. The perceived adequacies or deficiencies of the management services
 13 provided in the SRO facilities.

14 **SECTION 5:** That Title 9 "Zoning," Chapter 4 "Zoning Districts," Article 1
 15 "Residential Zones," "§ 9-4.102. Allowed uses," of this Code is hereby amended to read
 16 as follows:

17 **§ 9-4.102. Allowed uses.**

18 Any structure/use designated as "Permitted" (P) by the following list shall comply
 19 with the provisions of this Code. Any permitted use which will occupy an existing
 20 structure (with no structural alteration/enlargement) shall comply with the operational
 21 standards contained in this chapter as well as Article III (General Property Development
 Standards). Additionally, any permitted use which will occupy an existing structure that
 22 is to be altered, enlarged, or requires construction or installation (i.e., manufactured
 housing) of a structure(s) shall require the approval of a Development Permit (D) in
 compliance with Chapter 2, Article 10.

23 The following list (Table IV-1) represents those uses in the residential zoning districts
 24 that are Permitted (P), subject to a Development Permit (D), subject to a Large Family
 Child Care Home Permit (LCC) or a Conditional Use Permit (C):

25

Table IV-1: ALLOWED LAND USES			
LAND ACTIVITY	R-L	R-M	R-H
1. Residential Uses			
A. Condominiums	D	D	D
B. Convalescent Homes	-	C	C
C. Child Day Care Facility			
Small Family Child Day Care Home	P	P	P

1	Large Family Child Day Care Home	LCC	LCC	LCC
2	D. Density Bonus/ Affordable Housing	P	P	P
3	E. Manufactured Housing	D	D	D
4	F. Multi-Family Dwellings	-	D	D
5	G. Second Dwelling Unit/"Granny" Housing/Guest House	P	-	-
6	H. Senior Citizen/ Congregate Care Housing	-	-	C
7	I. Single-Family Dwellings	P	P	P
8	J. Single Room Occupancy Facilities	-	-	D
9	K. Group Homes			
10	Small Group Homes (licensed and unlicensed) 6 or less clients	P	P	P
11	Large Group Homes (unlicensed) 7 or more clients	CP	CP	CP
12	Large Group Homes (licensed)	C	C	C
13	L. Transitional Housing	P	P	P
14	M. Supportive Housing	P	P	P
15	N. Zero Lot Line/Small Lot Residential Developments	-	D	D
16	O. Employee and Farmworker Housing			
17	Providing accommodations for 6 or fewer employees	P	P	P
18	Providing accommodations for more than 6 employees	C	C	C
19	P. Low-Barrier Navigation Centers	D	D	D
20	2. Recreational Accessory Uses			
21	A. Swimming Pool, Private	P	P	P
22	B. Tennis Court, Private	D	D	D
23	C. Tree "Play" House	P	P	P
24	3. Accessory Uses			
25	A. Fences and Walls	P	P	P
26	B. Garage	P	P	P
27	C. Keeping of Domestic Animals/ Household Pets	P	P	P
28	D. Laundry Facilities (Washer and Dryer)	P ¹	P ¹	P ¹
29	E. Outdoor Play/ Athletic Equipment	P	P	P
30	F. Patio (with or without cover)/Gazebo	P	P	P
31	G. Satellite Dish Antenna	D	D	D
32	H. Storage	D	D	D
33	I. Vehicle Repair (Property owner/ tenant vehicle only and only within enclosed garage/yard)	P	P	P
34	J. Vertical Antenna			
35	12 feet or less in height	P	P	P
36	12+ feet in height	D	D	D
37	4. Other			
38	A. Churches	-	C	C
39	B. Educational Institutions, Low- Intensity	C	C	C
40	C. Public Utilities/ Facilities	D	D	D
41	5. Home Enterprises	Subject to Home Enterprise Permit		
42	6. Temporary Uses	Subject to Temporary Use Permit		

¹ Laundry facilities shall be located within the footprint of a dwelling unit. For multi-family properties, common laundry facilities shall be located in a detached or attached enclosed room specifically designated as a laundry facility and shall consist of not less than one automatic washer and dryer for every four units.

1 **SECTION 6:** That Title 9 “Zoning,” Chapter 4 “Zoning Districts,” Article 1
2 “Residential Zones,” “§ 9-4.103. Zoning District Development Standard,” of this Code is
3 hereby amended to add paragraph (T) as follows:

4 **T. Group Homes. Standards for group homes are as follows:**

5 (1) **Unlicensed group homes are permitted in all residential use zones,**
6 **subject only to the generally applicable, nondiscriminatory health,**
7 **safety, and zoning laws that apply to all residential uses in that**
8 **zone.**

9 (2) **Licensed small group homes (serving six or fewer residents) are**
10 **permitted in all residential use zones, subject only to the generally**
11 **applicable, nondiscriminatory health, safety, and zoning laws that**
12 **apply to all residential uses in that zone**

13 (3) **No group homes may be located in an accessory dwelling unit,**
14 **unless the primary dwelling unit is used for the same purpose.**

15 (4) **Licensed large group homes (serving seven or more residents) are**
16 **subject to a conditional use permit in R-L, R-M, and R-H zones.**

17 (5) **Findings for Conditional Use Permit. In conditionally approving a**
18 **large licensed group home, the following findings shall be made:**

19 a. **The use applied for at the location set forth in the application is**
20 **one for which a Conditional Use Permit is authorized by this**
21 **chapter.**

22 b. **The proposed project meets the development standards of this**
23 **section including setbacks, fences, parking, and other required**
24 **features.**

25 c. **The proposed project provides services that require licensing**
26 **by the State of California and will comply with all licensing**
27 **requirements thereof.**

28 d. **The proposed project would not cause direct threats to public**
 health and safety.

PASSED, APPROVED AND ADOPTED this (DATE) day of (MONTH)
(YEAR), by the following votes:

AYES:

NOES:

ABSENT:

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ABSTAIN:

Karina Macias, Mayor

ATTEST:

Eduardo Sarmiento, CMC
City Clerk

COMMON SENSE EXEMPTION

EXHIBIT C

CASE NO. 2024-01 ZOA



Rincon Consultants, Inc.

7080 North Whitney Avenue, Suite 101
Fresno, California 93720
559-228-9925

June 7, 2024
Project No: 21-11410

Steve Forster
Directory of Community Development
Community Development Department
City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255
Via Email: SForster@hpcg.gov

**Subject: CEQA Common Sense Exemption Memorandum for Huntington Park Downtown Specific Plan and Zoning Ordinance Amendments
City of Huntington Park, Los Angeles County, California**

Dear Mr. Forster:

This memorandum provides an analysis to support the determination by the City of Huntington Park (the lead agency) that the proposed amendments to the Downtown Specific Plan and Zoning Ordinance are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3) (“general rule” or “common sense”) and of Title 14, Article 18, 15620 of the California Code of Regulations (statutory). The proposed project falls within the sphere of the general rule or common sense rule, which states that CEQA applies only to development which have the potential for causing a significant effect on the environment; as such, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the project is not subject to CEQA.

Project Background

The City is amending the Downtown Specific Plan to establish consistency with the City’s General Plan 2021-2029 Housing Element (hereinafter, “Housing Element”), and satisfying Housing Element Programs 7, 10, and 13. The City is also amending the Zoning Ordinance to implement the Housing Element, specifically Program 7 (Action 7-2, Address Constraints) and Program 13 (Action 13-3, Special Needs Housing).

Specifically, the updates to the Downtown Specific Plan and the Zoning Ordinance include the following:

- Amend the Downtown Specific Plan to establish minimum densities in all zones of 20 dwelling units per acre, consistent with Housing Element Action 10-6.
- Amend the Downtown Specific Plan to change the permitting requirement for mixed-use projects from a Conditional Use Permit to a Development Permit, consistent with Housing Element Action 7-2.
- Amend the Downtown Specific Plan and Zoning Ordinance to allow large, unlicensed group homes as a permitted use, consistent with Housing Element Action 7-2.
- Amend the Zoning Ordinance and the Downtown Specific Plan to change permitting requirements for new condominiums from a Conditional Use Permit to a Development Permit, consistent with Housing Element Action 7-2.



- Amend the Zoning Ordinance definition of “family” to remove references to “nonprofit” housekeeping unit and to define “housekeeping unit,” consistent with Housing Element Action 7-2.
- Amend the Zoning Ordinance definition of “group home” to distinguish between large and small and licensed and unlicensed facilities, consistent with Housing Element Action 7-2.
- Amend the Downtown Specific Plan and the Zoning Ordinance to change the permitting requirement for single-room occupancy (SRO) developments from a Conditional Use Permit to a Development Permit; remove subjective standards for SROs that do not apply to other multifamily development types; and remove the prohibition on the conversion of existing hotels, motels, or apartments to SROs, consistent with Housing Element Action 13-3.
- Amend the Zoning Ordinance to establish objective findings for approval for large, licensed group homes, consistent with Housing Element Action 7-2.

As part of the 6th cycle Housing Element update, cities are required to identify housing sites that provide the development capacity to accommodate build out of the City’s Regional Housing Needs Allocation (RHNA) at all income levels. To accommodate the City’s RHNA need for all income levels, future housing development would occur through a variety of methods. Housing elements are also required to consider ways to promote access to housing that is attainable for residents at all income levels, beyond focusing solely on opportunities for production of new units. Huntington Park adopted the 2021-2029 Housing Element on October 17, 2023. The adopted Housing Element establishes programs, policies, and actions to further the goal of meeting the existing and projected housing needs of all income levels of households in the Huntington Park community and provides evidence of the City’s ability to accommodate the RHNA through the year 2029, as established by the Southern California Association of Governments (SCAG). The proposed Downtown Specific Plan and Zoning Ordinance amendments, herein referred to as the “proposed project,” would ensure consistency between the Downtown Specific Plan and Zoning Ordinance with the 2023-2031 Housing Element Update and state law.

The proposed project involves text changes to the Downtown Specific Plan and Zoning Ordinance for consistency with state law and does not in and of itself include any proposed development. The intent of the project is for the City to continue to address evolving community needs, enhance housing options, and provide compatibility with the City’s long-term development goals in support of the General Plan, specifically, the Housing Element. These amendments to the Downtown Specific Plan and Zoning Ordinance would not increase development beyond what is already envisioned by the General Plan, Downtown Specific Plan, and Zoning Ordinance.

Exemption Analysis

In order to determine if the proposed project is exempt, we reviewed potential CEQA exemptions that may apply to the proposed project. The following analysis reviews if the proposed project can be considered categorically exempt.

Categorical Exemption

Pursuant to CEQA Guidelines Section 15354, “Categorical Exemption” (CE) means an exemption from CEQA for a class of projects based on a finding by the Secretary for Resources that the class of projects does not have a significant effect on the environment.

CEQA Guidelines Sections 15300.2 (a) through (f) list specific exceptions for which a CE may not be used. These exceptions are as follows:



- a. **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The proposed project involves text changes to the Downtown Specific Plan and Zoning Ordinance for consistency with state law and does not in and of itself include any proposed development. As such, the proposed project would not impact an environmental resource of hazardous or critical concern. Therefore, the proposed project does not trigger these exemption exceptions.

- b. **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The proposed project involves text changes to the Downtown Specific Plan and Zoning Ordinance for consistency with state law and does not in and of itself include any proposed development. Because the proposed project does not involve or approve physical development, the proposed project would not result in impacts that are cumulatively considerable. In addition, through the City's development review process, future development projects would be evaluated for potential cumulative impacts and for consistency with all applicable policies of the City's General Plan, the Downtown Specific Plan, the Zoning Ordinance, and Municipal Code. Through this development review process, potential cumulative impacts to various natural and human-made resources would be evaluated. Therefore, implementation of the proposed project would not contribute to significant cumulative impacts, the proposed project does not trigger these exemption exceptions.

- c. **Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Due to the absence of unusual circumstances related to the project or on the project site, the project would not have a reasonable possibility for a significant effect on the environment due to unusual circumstances, and this exception does not apply.

- d. **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

According to the California Department of Transportation (2024), there are no state-designated scenic highway sections within or near the City of Huntington Park. The nearest designated Scenic Highway is Route 110 in Los Angeles, approximately four miles north of the City of Huntington Park. The proposed project does not trigger these exemption exceptions.

- e. **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

The proposed project involves text changes to the Downtown Specific Plan and Zoning Ordinance for consistency with state law and does not in and of itself include any proposed



development. The proposed project does not propose specific development projects but rather facilitates the implementation of program actions from the certified and adopted Housing Element that are intended to help the City achieve its state-mandated share of the Regional Housing Needs Allocation (RHNA) in accordance with California Housing Element Law. These actions have been previously assessed as part of the Housing Element adoption and certification process including an Environmental Assessment (prepared in accordance with Government Code Section 65759), and thus the proposed project would not increase the development potential or result in new development beyond what was previously assessed as part of the Housing Element. Because specific projects are not known at this time, the City cannot assess the specific impacts of development in qualitative terms. Any future development proposals will be subject to the state and local regulations regarding the treatment of hazardous materials, and project-specific environmental review. Furthermore, proposals are subject to development standards and conditions of approval as part of the permitting process, including environmental review. The proposed project does not trigger this exemption.

- f. **Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The proposed project involves text changes to the Downtown Specific Plan and Zoning Ordinance for consistency with state law and does not in and of itself include any proposed development. The proposed project does not propose specific development projects. Because specific projects are not known at this time, the City cannot assess the specific impacts of development in qualitative terms. All development proposals will be subject to the policies listed in the General Plan, Downtown Specific Plan, Zoning Ordinance, and project-specific environmental review. Furthermore, proposals are subject to development standards and conditions of approval as part of the permitting process, including environmental review. The proposed project does not trigger this exemption.

Common Sense Applicability

Pursuant to CEQA Guidelines Section 15061(b)(3), also known as the “general rule” or “common sense” exemption, CEQA exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The CEQA Guidelines state in that section that “A project is exempt from CEQA if... [T]he activity is covered by common sense that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

Whether a particular activity qualifies for the common sense exemption is a question of fact that is supported by substantial evidence submitted in connection with the project (*CREED-21 v. City of San Diego* (2015) 234 Cal.App.4th 488, 510). The analysis must identify reasonably foreseeable physical changes and consider any environmental impacts that may result from those changes (*Wal-Mart Stores, Inc. v. City of Turlock* (2006) 138 Cal.App.4th 273, 291; *Muzzy Ranch Co. v. Solano County Airport Land Use Com.* (2007) 41 Cal.4th 372, 386).

The proposed project involves text changes to the Downtown Specific Plan and Zoning Ordinance for consistency with state law and does not in and of itself include any proposed development. Rather, the proposed project facilitates the implementation of actions from the certified and adopted Housing Element that are intended to help the City meet its state-mandated share of the RHNA in accordance with California Housing Element Law. These actions have been previously assessed as part of the Housing Element adoption and certification process including as part of an Environmental Assessment



(prepared in accordance with Government Code Section 65759), and thus the proposed project would not increase the development potential or result in new development beyond what was previously assessed as part of the Housing Element. Because specific projects are not known at this time, the City cannot assess the specific impacts of development in qualitative terms. Any future development proposals will be subject to the state and local regulations regarding the treatment of hazardous materials, and project-specific environmental review. Furthermore, proposals are subject to development standards and conditions of approval as part of the permitting process, including environmental review. The proposed project does not propose or approve any physical development. The proposed project as analyzed is not anticipated to result in any new changes to the physical environment.

The proposed project will not result in changes to the physical environment, nor will it result in potential environmental impacts. The proposed project meets the criteria for the common sense exemption as identified above.

Determination

Based on this analysis documented in this memorandum, the proposed updates to the Downtown Specific Plan and Zoning Ordinance meets the criteria for a common sense exemption pursuant to Sections 15061(b)(3) of the *CEQA Guidelines*. Furthermore, exceptions to the applicability of a CE, as specified in section 15300.2(a) through (f) of the *CEQA Guidelines*, do not apply to the project. Therefore, it is concluded that the project is exempt from CEQA pursuant to the common sense exemption CEQA Guidelines Section 15061(b)(3)

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in black ink, appearing to read "Nina Bellucci".

Nina Bellucci
Senior Planner

A handwritten signature in black ink, appearing to read "Kimiko Lizardi".

Kimiko Lizardi
Principal

**DOWNTOWN SPECIFIC PLAN CHAPTER 4
DISTRICT STANDARDS AND GUIDELINES**

EXHIBIT D

CASE NO. 2024-01 ZOA

**DOWNTOWN
HUNTINGTON PARK
SPECIFIC PLAN**



AUGUST 4, 2008

DOWNTOWN HUNTINGTON PARK SPECIFIC PLAN

4-7 DISTRICT SPECIFIC STANDARDS AND GUIDELINES

This section details the specific land use and development standards, as well as design guidelines, applicable to individual Districts within the Specific Plan area. Following are sections focusing on each of the four Districts.

Each District section begins with a vision for the area and is followed by an “At-A-Glance” sheet that details specific development standards, primary uses, and parking locations and requirements for the District. Architectural character for the District and applicable District design guidelines are then addressed.

These standards and guidelines are to be used in conjunction with the area-wide standards and guidelines presented previously in this chapter.

4-7.1 DISTRICT A - GATEWAY

A. VISION

High-rise development, consolidated lots, and a wide mix of uses best describes the vision for District A. Within this District there is the greatest potential for redevelopment to occur due to raised height requirements on underutilized, highly visible parcels with multiple street frontages. Large mixed-use development projects are anticipated to develop in this District. Mixed-use projects will include general retail and professional office/service uses that serve a regional/community-wide need and shall be located on the ground floor with multi-family residential or additional professional office uses on the floors above. Projects in this area are required to provide all residential parking on-site as well as some parking for additional uses, however an in-lieu fee can be provided for a portion of the required parking due to its proximity to public parking structures (refer to the following "At-A-Glance" plate).



District A



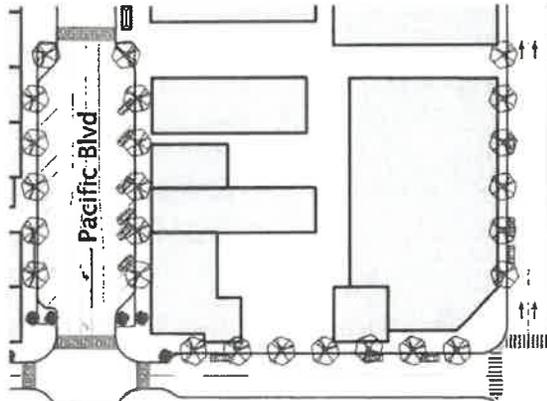
Typical Gateway Character p.4.59

**DISTRICT A
GATEWAY**

B. AT-A-GLANCE SHEET



PLAN VIEW



PRIMARY USES & KEYMAP

Mixed-Use -
Ground Floor:
 Commercial
 Office
Above Ground Floor:
 Residential
 Office



SECTION VIEW

DEVELOPMENT STANDARDS



Floor Area Ratio (FAR):
 Min: 2:1 Max: 4:1
Density: Max: 70 du/ac

Lot Area: Min: 5,000 sf
Setbacks:
 Front: Min: 0' Max: 15'
 Side: Min: 0' Max: 15'
 Rear: Min: 0'
Height: Max: 84'

Portions of stories above the third floor shall be recessed from the front facade.

Street Frontage: Min: 80%
 For retail only, min storefront openings/glazing shall be 65% of the ground floor wall area; opaque or reflective glazing is not permitted; view into store area should not be overly obstructed.

Open Space Requirement:
 Common: 100 sf/du (100 sf/du may be satisfied by open space in-lieu fee)
 Private: 150 sf/du (100 sf/du may be satisfied by offering additional common open space)

Parking Location: Under/Behind/No Street Front Locations

Parking Ratios:
Residential: < 800 sf unit = 1.5 sp./unit plus 1 guest sp./6 units
 Residential: ≥ 800 sf unit = 2 sp./unit plus 1 guest sp./4 units
Non-Residential: Refer to figures 4.11-4.12 for standards

C. ARCHITECTURAL CHARACTER

The design style of this District should be modern interpretations of Art Deco and Contemporary Architectural Styles. While taller buildings are encouraged, large buildings should be defined with smaller massing elements.

D. DESIGN GUIDELINES

- 1) Focal points should be created and incorporated into sites to establish a sense of place and orientation. Fountains, plazas, artwork, and universally accessible changes in pavement levels can be used to create focal points.
- 2) Outdoor spaces should not have a "left over" appearance, such as a paved area with no pedestrian amenities. Instead, outdoor spaces should reflect careful planning and provide plaza spaces with defined edges, benches, and lighting.
- 3) The appearance of several smaller buildings, rather than one large building, is preferred to foster a more intimate, pedestrian-friendly scale.
- 4) Traditional building widths generally do not exceed 25 to 30 feet at the ground level, irrespective of a building's total width. Continuation of this familiar, human-scaled rhythm is encouraged in new construction.
- 5) One or more of the following design strategies should be used to reduce the perceived height, bulk, and massing of the building:
 - a. Variation in the wall plane (projection and recess)
 - b. Variation in wall height
 - c. Roofs located at different levels
- 6) Vines and potted plants should be used to provide wall, column, and post texture and color, as well as for accentuating entryways, courtyards and sidewalks.



Modern Art Deco Style g.4.61



Variation in Wall Planes g.4.62



Roofs at Different Levels g.4.63



Create Focal Points g.4.64



fig.4.65 Art Deco Style

4.7.2 DISTRICT B - FESTIVAL

A. VISION

The heart of Downtown Huntington Park is made up of the storefronts that flank Pacific Boulevard within this District. District B limits retail sales activities serving a community and regional need as the only permitted use on the ground floor. Uses allowed above the ground floor are primarily professional office and residential.

A unique asset that is prominent in this area is a prevalent art deco architectural theme. The District is sprinkled with buildings and individual elements of buildings that possess art deco design treatments such as ornately detailed parapet caps, tower elements and smooth stucco finished structures. Building on this design theme is a strong goal for District B.

Another primary goal of this District B is to create an attractive streetscape with a continuous series of buildings that possess enhanced architectural elements and well maintained and aesthetically pleasing storefronts. Outdoor dining and stylized storefronts are encouraged. In addition, a seasonal storefront display contests sponsored by the Chamber of Commerce or Business Improvement District (BID) could be established to promote unique window displays.

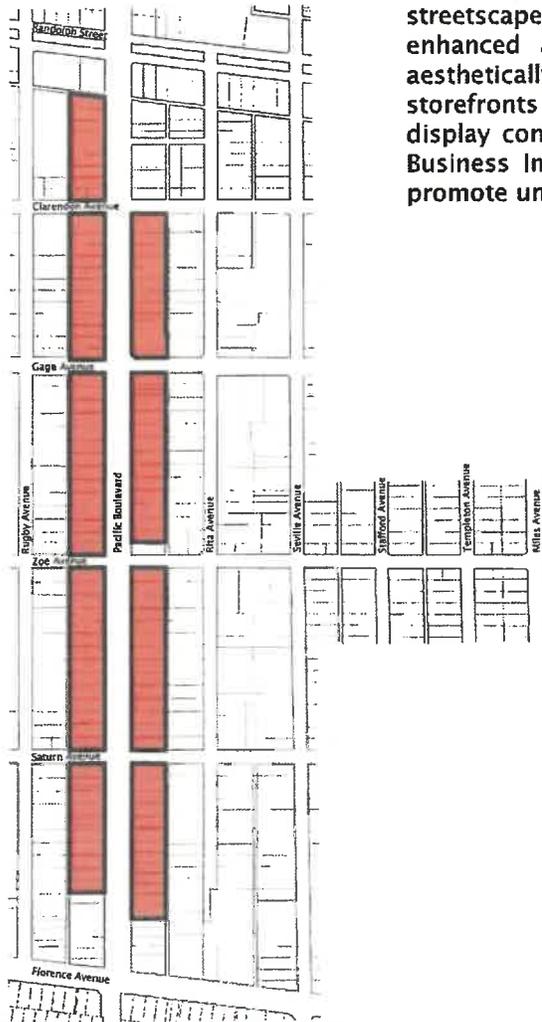


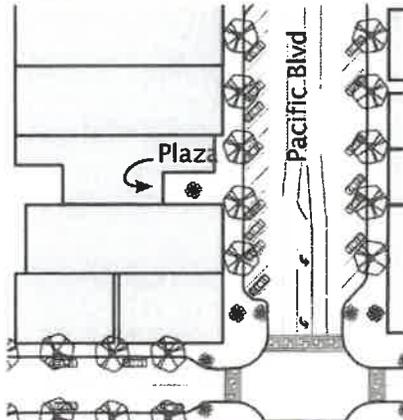
fig.4.66 District B

**DISTRICT B
FESTIVAL**

B. AT-A-GLANCE SHEET

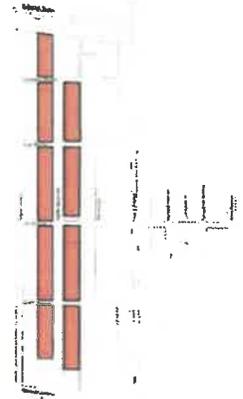


PLAN VIEW

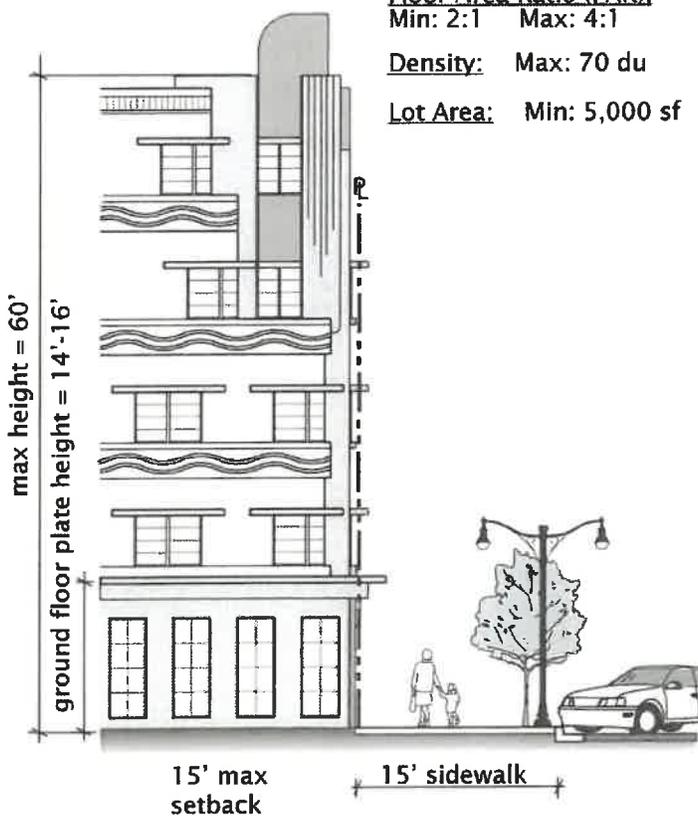


PRIMARY USES & KEY MAP

Mixed-Use -
 Ground Floor:
 Commercial
 Office
 Above Ground Floor:
 Residential
 Office



SECTION VIEW



Floor Area Ratio (FAR):
 Min: 2:1 Max: 4:1
Density: Max: 70 du
Lot Area: Min: 5,000 sf

Setbacks:
 Front: Min: 0' Max: 15'
 Side: Min: 0' Max: 15'
 Rear: Min: 0'
Height:
 Min: 35' Max: 60'

Portions of stories above the third floor shall be recessed from the front facade.

Street Frontage (Pacific Boulevard):
 Min: 100% (excluding paseos and pedestrian access)

Buildings with more than 40' of linear street frontage shall be designed to replicate traditional 20' - 40' facade widths.

Min storefront openings/glazing shall be 65% of the ground floor wall area; opaque or reflective glazing is not permitted; view into store area should not be overly obstructed.

Open Space Requirement:

Common: 50 sf/du (50 sf/du may be satisfied by open space in-lieu fee)

Private: 100 sf/du (100 sf/du may be satisfied by offering additional common open space)

Parking Location: Under/Behind/No Street Front Locations

Parking Ratios:
 Residential: < 800 sf unit = 1.5 sp./unit plus 1 guest sp./6 units

Residential: ≥ 800 sf unit = 2 sp./unit plus 1 guest sp./4 units

Non-Residential: Refer to figures 4.11-4.12 for standards



fig.4.67 Residential Units Above



fig.4.68 Specialty Retail

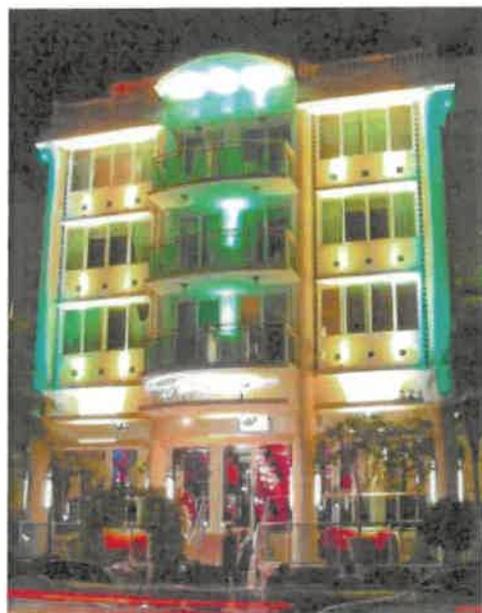


fig.4.69 Residential Blends with Retail

C. ADDITIONAL DEVELOPMENT STANDARDS

All development within District B shall comply with the following specific development standards, in addition to those listed elsewhere in this chapter.

- 1) A maximum of two different uses or services should be contained or promoted in each storefront area.
- 2) Each allowed use or service shall maintain a minimum of 15 linear feet of storefront area.
- 3) General/specialty retail sales activities are the only allowable uses permitted on the first/ground level. Specific characteristics of general/specialty retail uses may include, but are not limited to, the following:
 - a. The use is "unique";
 - b. The use utilizes window display(s);
 - c. The use is desired/needed by other businesses in the immediate neighborhood;
 - d. The use is a convenience to shoppers;
 - e. The use generates pedestrian activity;
 - f. The use has visual elements or activities that serve as an anchor to draw pedestrians to it or beyond;
 - g. The hours of operation are similar to those of neighboring retail uses; and
 - h. The use maintains the continuity of the commercial retail district.
- 4) General retail sales and professional office activities as well as multi-family residential development are permitted on all floors other than the ground level. Each of these uses may be situated as a single use or they may be combined into an appropriately designed mixed-use development.
- 5) Senior citizen housing (at a maximum density of 225 units per acre), single room occupancy permits and multi-family residential development (i.e., apartments and condominiums at a maximum density of 70 units per acre) are allowable uses provided they are located above the first/ground level.
- 6) Only new merchandise may be offered for sale.
- 7) All residential developments within the District shall be provided with private, secured parking under or beneath buildings.
- 8) No private street front or surface parking is allowed.
- 9) Open air storefronts with roll-up doors shall be limited to a maximum of eight feet or 50% of the width of the storefront, whichever is less.

D. ARCHITECTURAL CHARACTER

Though one particular architectural style is not required in this District, the components or details of the historic styles should be integrated into the building design where feasible and appropriate. The architectural character or themes that are most prominent along Pacific Boulevard are the Art Deco and Art Moderne Styles. Recommended design elements include the following:

- Appropriate materials for walls and façades include, but are not limited to, stucco, tile, brick, glass block, neon lights, stainless steel, and aluminum trim.
- Architecture reflecting the old nostalgic diners with rounded corners, Art Deco style signs, and neon will reinforce the architectural theme of the area.
- Roof forms should be primarily low profile roofs with detailed parapets to reinforce the desired art deco or art moderne theme.
- Parapets, finials, and tower elements help characterize the gregarious style of Art Deco through 1950s architectural styles. These elements should be consistent with the building's overall architectural style.

1) Art Deco Details and Design Elements

- a. Vertical massing emphasis, highlighted with stylized decoration
- b. Smooth wall surface, often stucco
- c. Smooth-faced stone and metal
- d. Forms simplified and streamlined
- e. Geometric designs including zigzags, chevrons
- f. Towers and other vertical projections, presenting a vertical emphasis
- g. Strips of windows decorated with spandrels
- h. Hard-edged, low relief ornamentation at door, window, and roof edges or parapets
- i. Machined and often metallic construction materials for decorative features

2) Art Moderne Details and Design Elements

- a. Horizontal massing emphasis
- b. Smooth, rounded wall surfaces, often stucco
- c. Flat roof with small ledge at roofline



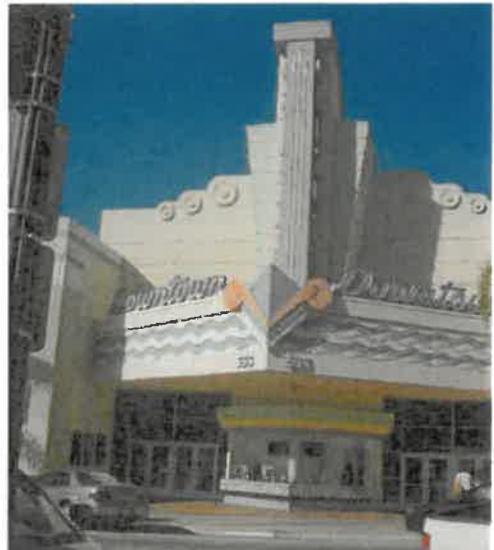
Art Deco Detailing

p.4.70



Art Deco Detailing

p.4.71



Art Deco Design

p.4.72



Fig. 4.73 Tower Accent

- d. Horizontal fluted grooves or pressed metal lines in wall surfaces
- e. Asymmetrical façade
- f. Casement/corner windows or other horizontally arranged windows
- g. Metal balustrades
- h. Glass-block windows, often curved

E. DESIGN GUIDELINES

- 1) Infill buildings that are much wider than the existing façades along Pacific Boulevard should be broken down into a series of appropriately proportioned structural bays or components.
- 2) Upper floor entries at the street frontage should have their own distinct design that complements the main building frontage.
- 3) Outdoor Dining is encouraged.
 - a. Outdoor dining and associated street furniture is encouraged to enhance street activity and interest.
 - b. Outdoor dining areas should be designed in an inviting manner that encourages pedestrian use through the incorporation of trellises, fountains, art, seating, and shade trees.
 - c. Outdoor dining facilities should complement existing development.
 - d. Site furniture should maintain a clear passage for pedestrians and avoid obstructing walkways and sidewalks.



Fig. 4.74 Clear Pedestrian Passage



Fig. 4.75 Outdoor Dining

4-7.3 DISTRICT C - NEIGHBORHOOD

A. VISION

A key factor in creating a vibrant and successful downtown that maintains 24-hour/7 days a week energy is the inclusion of residential development. The primary focus of District C is to satisfy this need for residential development. In this District, multi-family housing is the primary allowed use, with some neighborhood serving uses allowed as a supporting use. In this area, importance is placed on quality construction as well as building massing and form.

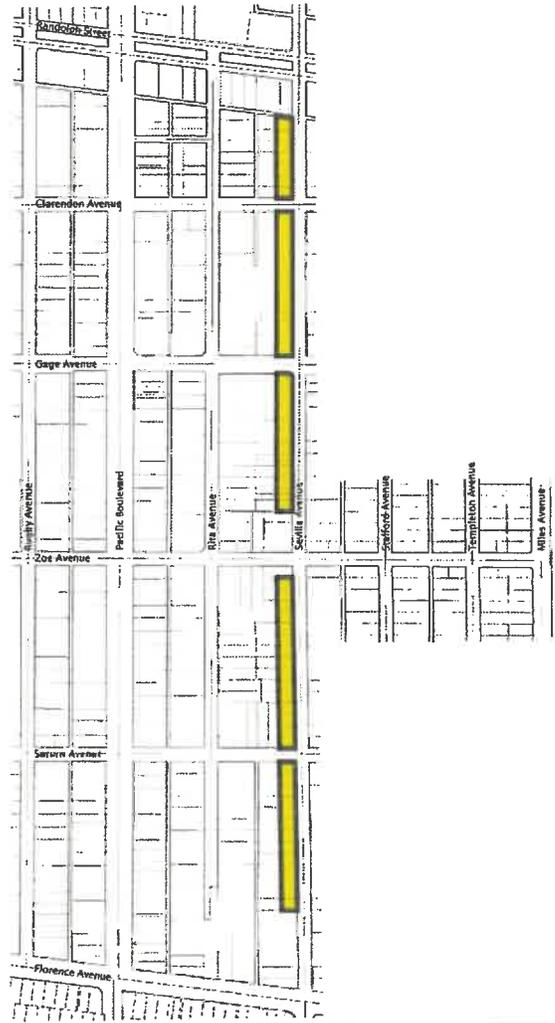
There are two sets of development standards for District C based on allowed building height. The properties fronting Seville Avenue will form a transition area to the more residential surroundings bordering the area. Therefore, lots fronting Seville Avenue are subject to lower height restrictions than other properties in this District.



Residential Development §4.76



District C §4.77



District C at Seville Avenue §4.78

CH. 4 DISTRICTS, STANDARDS AND GUIDELINES

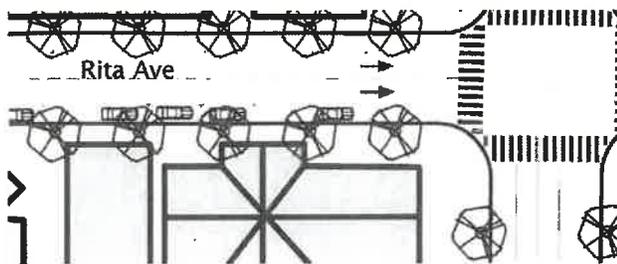
DISTRICT C*

**NEIGHBORHOOD
B. AT-A-GLANCE SHEET-1**

*For lots not fronting Seville Avenue



PLAN VIEW



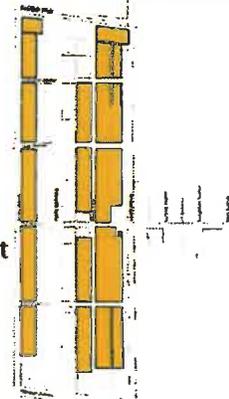
PRIMARY USES & KEYMAP

Mixed-Use -

- Ground Floor:
 - Multi-Family
 - Residential
 - Commercial
 - Office
 - Parking Structures*

*Not allowed on street front

- Above Ground Floor:
 - Multi-Family
 - Residential
 - Parking Structures



SECTION VIEW

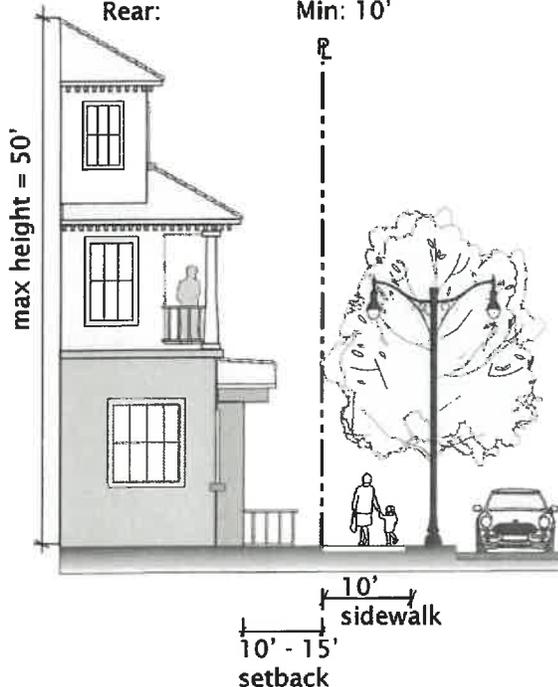
Floor Area Ratio (FAR): Min: 0.5:1 Max: 2:1

Density: Max: 70 du/ac

Lot Area: Min: 5,000 sf

Setbacks:

Street Front:	Min: 10'	Max: 15'
Side:	Min: 0'	Max: 15'
Rear:	Min: 10'	



DEVELOPMENT STANDARDS

Height:

- Max: 60' on the west side of Rita Avenue
- Max: 50' all other areas

Exception: Where a parking structure is proposed and 15% of the parking provided is dedicated as public parking, the max height for the structure shall not exceed 70'.

Portions of stories above the third floor shall be recessed from the front facade.

Street Frontage: Min: 60%

Buildings with more than 40' of linear street frontage shall be designed to replicate traditional 20' - 40' facade widths.

Open Space Requirement:

Common: 200 sf/du (100 sf/du may be satisfied by open space in-lieu fee)

Private: 200 sf/du (50 sf/du may be satisfied by offering additional common open space)

Parking Location: Under/Behind/No Street Front Locations

Parking Ratios:

- Residential: < 800 sf unit = 1.5 sp./unit plus 1 guest sp./6 units
- Residential: ≥ 800 sf unit = 2 sp./unit plus 1 guest sp./4 units
- Non-Residential: Refer to figures 4.11-4.12 for standards

District Boundary:

Between alley and Seville Avenue, excluding 35' adjacent to Seville Avenue ROW

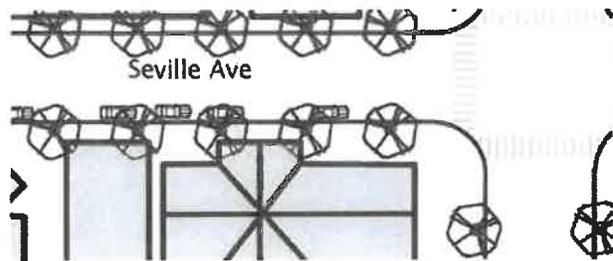
DISTRICT C*

NEIGHBORHOOD
C. AT-A-GLANCE SHEET-2

*For lots fronting Seville Avenue

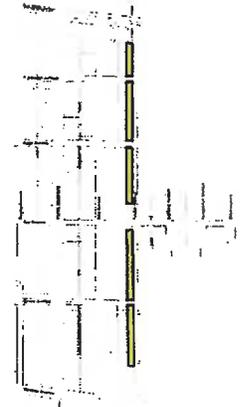


PLAN VIEW

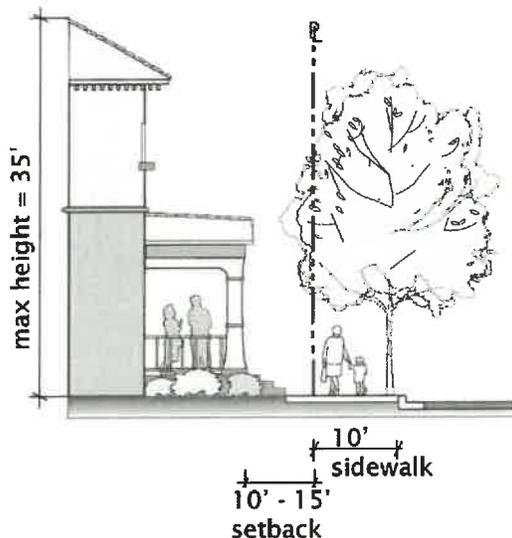


PRIMARY USES & KEY MAP

Mixed-Use -
Ground Floor:
 Multi-Family
 Residential
 Commercial
Above Ground Floor:
 Multi-Family
 Residential



SECTION VIEW



DEVELOPMENT STANDARDS

Floor Area Ratio (FAR): Min: 0.5:1 Max: 2:1

Density: Max: 70 du/ac

Lot Area: Min: 5,000 sf

Setbacks:

Street Front:	Min: 10'	Max: 15'
Side:	Min: 0'	Max: 15'
Rear:	Min: 10'	

Height: Max: 35'

Street Frontage: Min: 60%

Open Space Requirement:

Common: 200 sf/du (100 sf/du may be satisfied by open space in-lieu fee)

Private: 200 sf/du (50 sf/du may be satisfied by offering additional common open space)

Parking Location: Under/Behind/No Street Front Locations

Parking Ratios:

Residential: < 800 sf unit = 1.5 sp./unit plus 1 guest sp./6 units

Residential: ≥ 800 sf unit = 2 sp./unit plus 1 guest sp./4 units

Non-Residential: Refer to figures 4.11-4.12 for standards

District Boundary:

35' adjacent to Seville Avenue ROW



fig.4.79 Defined Building Entries



fig.4.80 Defined Residential Entries



fig.4.81 Courtyards are Encouraged



fig.4.82 Privacy for Adjoining Units

D. ARCHITECTURAL CHARACTER

In District C, development should have a contemporary Mission Style and/or Spanish character. All facades should be architecturally detailed with distinct massing elements. Large buildings should be defined with smaller massing elements to create the appearance of individual buildings and roof forms.

E. DESIGN GUIDELINES

1) Multi-family Housing

Multi-family residential development within District C should include desirable design features such as houses oriented toward the street, townhomes designed with appropriate massing and scale to complement surrounding single-family residences, varied architectural styles and landscaped parkways between curbs and sidewalks and large trees.

a. Site Planning

1. A variety of building orientations and staggered units should be incorporated into the design of sites to create diversity and avoid long, monotonous building facades.
2. Buildings should face the street, and the incorporation of porches into the building's design is encouraged to denote entries and break-up building mass.
3. Building entrances shall be clearly defined and easily accessible from public transit stops.
4. Consideration should be given to privacy relative to adjoining properties. Orient buildings and decks to maximize views while preserving privacy of surrounding neighbors.
5. Pocket parks shall be designed in an inviting manner that encourages use through the incorporation of trellises, fountains, seating, and shade trees.
6. Unless impractical due to physical constraints, alleys should be used for access to garages, parking spaces, and for other functions such as garbage collection.
7. Parking areas should be screened from public street views and surrounding residential areas.
8. Garages and accessory structures should be architecturally integrated into the overall design of the project by using materials and details similar to the materials of the residences.
9. The use of patios and courtyards are encouraged to provide private spaces. Varied paving textures and colors are encouraged.

b. Building Design

1. Wall and roof planes should be varied and articulated into smaller modules that reduce the overall massing and scale of building and add richness and variety.
2. The form and scale of multi-family development should emulate the best characteristics of the existing residential neighborhoods, such as one or two story dwellings with pitched roofs and adequate off street parking.
3. Materials and finishes shall be true to the project architecture.
4. Material changes shall occur at intersecting planes, preferably at inside corners of changing wall planes or where architectural elements intersect, such as a chimney, pilaster, projection, or fence line.
5. Where horizontal or vertical siding is used, at a minimum, it should wrap around the outside corners of buildings to a fence line; however, the use of siding on the entire building is preferred.
6. Generally, windows should be placed a minimum of 12 inches away from the corner of the building, or the glazing on the intersecting wall planes should meet to form a corner window.
7. Built-up sills and trim should be used to create surface relief and texture when appropriate to the architectural style of the building.
8. The use of functional or decorative shutters that reflect the same dimension as the glazing are encouraged when appropriate to the architectural style.
9. Garage doors should be recessed into the garage wall and should be multi-paned with subtle adornment to provide shadow relief. Decorative panels are encouraged. Plywood doors are prohibited.

c. Utilities

1. Utilitarian aspects of the project should be aesthetically screened from view.
2. Where possible, stacks, vents, antennas and other roof mounted equipment should be located away from public view on the least noticeable portion of the roof.



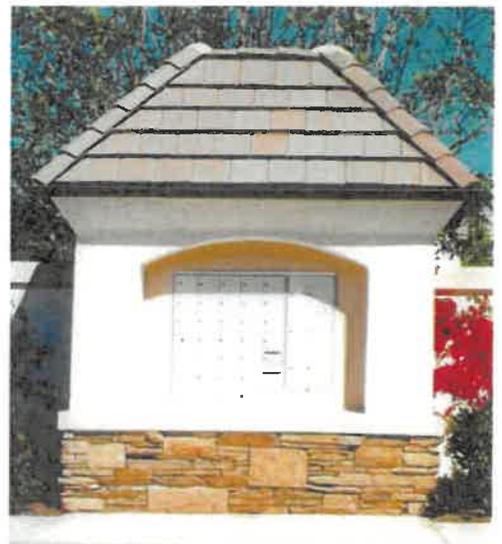
Varied Roof Planes

g.4.83



Wall Plane Variation

g.4.84



Integrated Mailbox Design

g.4.85



fig.4.86 Art Deco Style



fig.4.87 Substantial Corner Massing



fig.4.88 Decorative Tower Element

2) Parking Structures

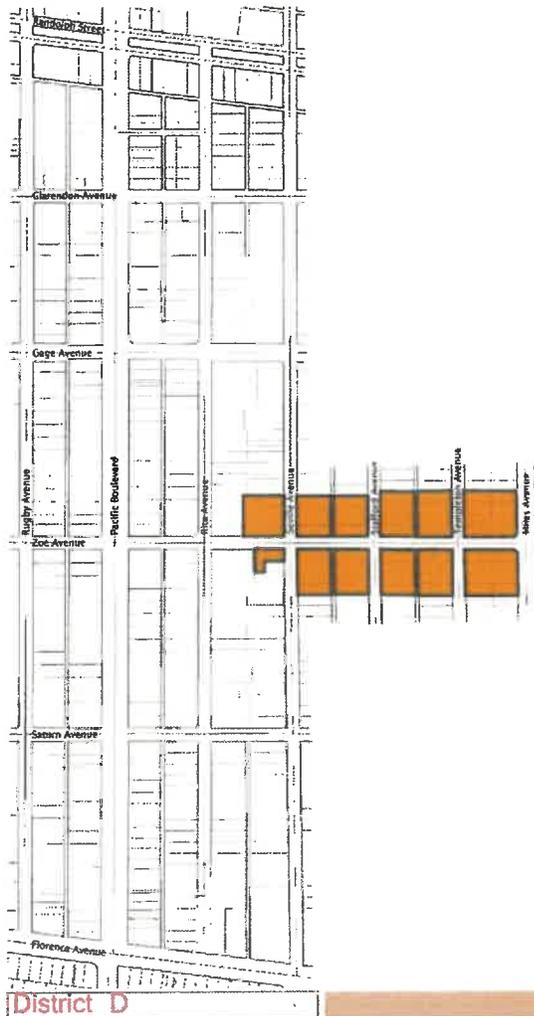
The majority of the public parking for the area will be provided within structures in District C. Public parking structures are typically dominated by strong horizontal lines with a flat roof, however this is not the desired appearance in the Specific Plan area. To soften the horizontal lines and greatly enhance the look of the structure, elevations should be articulated and elements should be added that give the structure proportions that reflect a regular building. It also may be appropriate to incorporate retail or neighborhood serving uses at the street edge.

- a. Decorative and interesting architectural elements, such as towers and rotundas, should be utilized at street intersections. These elements could be used for stairwells and/or elevator towers.
- b. The architectural style of the building should consider the adjacent buildings or an art deco character.
- c. Parapet additions should be added to key areas on the structure to reduce its horizontal appearance.
- d. Substantial massing should occur at the corner of the structures to anchor the building and give the structure proportions more similar to a regular commercial building. These panels should incorporate relief to create shadow patterns and add visual interest.
- e. Where appropriate to the desired architectural style, awnings should be added at vehicular and pedestrian entrances to create a more pedestrian scale.
- f. Horizontal openings should be broken up with vertical columns to create a rhythm of openings, again reflecting the proportions of a building.
- g. Framing should be added to openings that mimic windows. The framing should have vertical members to de-emphasize the horizontal lines of the structure.
- h. Where appropriate and feasible, retail or neighborhood commercial spaces should be provided at the ground floor.
- i. Where retail is not provided on the ground floor, the structure should be located on a "turf island" so that the structure does not directly abut paved areas. A minimum of a five to seven foot landscaping strip should be provided between paved areas and the structure. This landscaped area should be designed to provide stormwater retention.
- j. Consider using landscaping and vines planted on building facades to help reduce the visual impact of the structure.

4-7.4 DISTRICT D - ZOE

A. VISION

The connection from Pacific Boulevard to the Civic Center/City Hall complex has the potential to be a unique and pedestrian-friendly mixed-use environment. Enhanced streetscapes, new development standards, and revised allowable uses will facilitate a transformation of the existing overcrowded streetscape conditions into a place where small businesses can prosper and community events such as farmers' markets can be held. Buildings in this District should be oriented towards Zoe Avenue with commercial retail uses on the ground floor fronting Zoe Avenue and above the ground floor. Enhanced and widened sidewalks will provide adequate and pleasing space for the heavy volume of pedestrian traffic experienced along this street. A ten-foot setback will aid in the transition between the urban uses associated with the Downtown and the surrounding residential neighborhoods.



Zoe Avenue Character 4.89

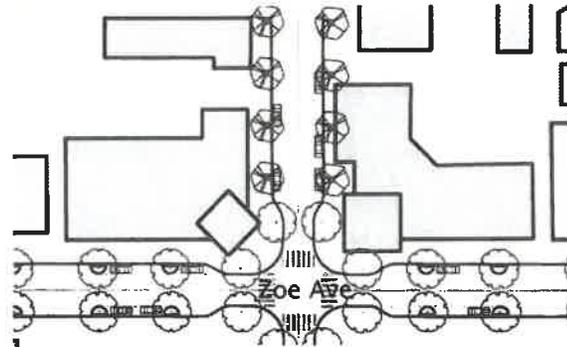
4.90

DISTRICT D
ZOE

B. AT-A-GLANCE SHEET

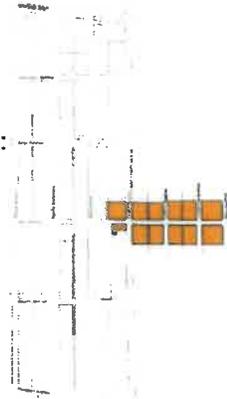


PLAN VIEW

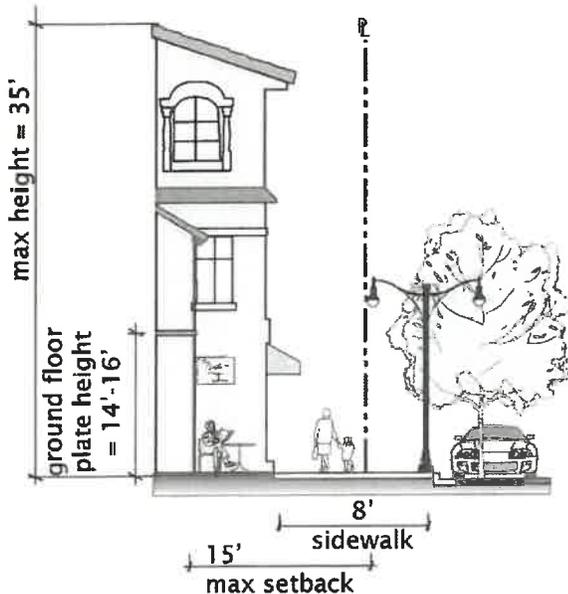


PRIMARY USES & KEY MAP

- Mixed-Use -**
- Ground Floor Zoe Ave:
Commercial
Office
 - Ground Floor not Zoe Ave:
Commercial
Office
Residential
 - Above Ground Floor:
Residential
Office



SECTION VIEW



DEVELOPMENT STANDARDS

Floor Area Ratio (FAR): Min: 1:1 Max: 3:1

Density: Max: 30 du/ac

Lot Area: Min: 5,000 sf

Setbacks:

Street Front:	Min: 10'	Max: 15'
Side:	Min: 0'	Max: 15'
Rear:	Min: 0'	

Height: Max: 35'

Street Frontage (Zoe Ave): Min: 80%

Open Space Requirement:

Common: 150 sf/du (150 sf/du may be satisfied by open space in-lieu fee)

Private: 150 sf/du (50 sf/du may be satisfied by offering additional common open space)

Parking Location: Under/Behind/No Street Front Locations

Parking Ratios:

Residential: < 800 sf unit = 1.5 sp./unit plus 1 guest sp./6 units

Residential: ≥ 800 sf unit = 2 sp./unit plus 1 guest sp./4 units

Non-Residential: Refer to figures 4.11-4.12 for standards

C. ARCHITECTURAL CHARACTER

Architecture in District D should be an eclectic mix of styles; Spanish and Mission Style forms should be very common in this mix. Special features of note should be inviting and well-defined entries, such as porches.

D. DESIGN GUIDELINES

- 1) Outdoor spaces should not have a “left over” appearance, such as a paved area with no pedestrian amenities. Instead, outdoor spaces should reflect careful planning and provide plaza spaces with defined edges, benches, and lighting.
- 2) One or more of the following design strategies should be used to reduce the perceived height, bulk, and massing of the building:
 - a. Variation in the wall plane (projection and recess)
 - b. Variation in wall height
 - c. Roofs located at different levels
- 3) When multiple uses are proposed in a single building, separate and convenient entrances should be provided for each use.
- 4) Commercial and residential parking areas should be clearly delineated through dedicated signs, markings, or other methods.
- 5) Roof elements should continue all the way around the building and not just be used in the most visible locations. Roof elements should be combined with wall elements to unify all sides of the building.
- 6) Materials and finishes shall be true to the project architecture (i.e. mission revival architecture should be reflected in a smooth plaster wall with authentic barrel roof tiles).
- 7) Material changes shall occur at intersecting planes, preferably at inside corners of changing wall planes or where architectural elements intersect.
- 8) Where horizontal or vertical siding is used, at a minimum, it should wrap around the outside corners of buildings to a wall plane; however, the use of siding on the entire building is preferred.
- 9) Existing trees in good health and appearance should be preserved if possible.
- 10) Trees and shrubs should be located and spaced to allow for mature and long-term growth.
- 11) Use of window boxes is encouraged to provide color-spots, but the boxes should be attached safely and securely and plants must be accessible for maintenance.



Integrated Building Massing g.4.91



Welcoming Retail Street g.4.92



Integrated Architecture g.4.93



Service and Residential Uses g.4.94



fig. 4.95 Vines Enhanced Walls



fig. 4.96 Decorative Plantings



fig. 4.97 Outdoor Dining Area

12) Trees should be selected on a performance basis with the objective of minimizing water use, providing shade, minimizing hazardous litter, minimizing root intrusion, and providing color and contrast.

13) Vines and potted plants should be used to provide wall, column, and post texture and color, as well as for accentuating entryways, courtyards and sidewalks.

14) Outdoor Dining is encouraged.

- a. Outdoor dining and associated street furniture is encouraged to enhance street activity and interest.
- b. Outdoor dining areas should be designed in an inviting manner that encourages pedestrian use through the incorporation of trellises, fountains, art, seating, and shade trees.
- c. Outdoor dining facilities should complement existing development.
- d. Site furniture should maintain a clear passage for pedestrians and avoid obstructing walkways and sidewalks.

ITEM 2



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 17, 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:

HOLD A PUBLIC HEARING TO RECEIVE PUBLIC INPUT ON THE DEVELOPMENT OF THE ANNUAL ACTION PLAN (AAP) 2025-2026

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a Public Hearing; and
2. Receive public input, from all interested parties, on the development of the Annual Action Plan 2025-2026.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The City of Huntington Park receives Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs funding from the U.S. Department of Housing and Urban Development (HUD) annually. A requirement of these funds is the completion of an Annual Action Plan (AAP). As part of this process, the City placed a 15-day public hearing notice in the local newspaper on Thursday, February 13, 2025.

The AAP outlines a strategic framework for the next fiscal year, describing the City's resources, programs, and activities to address the identified needs in the Consolidated Plan (Con Plan) 2025-2029. The Con Plan goals include public facilities and infrastructure improvements, public services, affordable housing initiatives, economic development initiative, and efforts to affirmatively further fair housing and reduce barriers to housing affordability and availability.

Attached is a presentation outlining the HUD funding allocation from the Fiscal Year 2024-2025 AAP, the Request for Proposal process for public service subrecipients (also known as the Notice of Funding Availability), HUD funding guidelines, and the HOME and CDBG Voluntary Grant Reduction.

**HOLD A PUBLIC HEARING TO REVIEW AND RECEIVE PUBLIC INPUT ON THE
DEVELOPMENT OF THE ANNUAL ACTION PLAN (AAP) 2025-2026**

March 17, 2025

Page 2 of 2

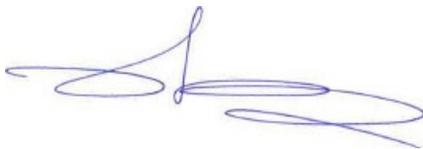
FISCAL IMPACT/FINANCING

There are no fiscal impacts to the general budget.

CONCLUSION

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

Respectfully submitted,

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

RICARDO REYES
City Manager

A handwritten signature in blue ink, appearing to read 'Sergio Infanzon', with a circular flourish at the end.

SERGIO INFANZON
Interim Community Development Director

ATTACHMENT

- A. AAP 2025 Presentation

ITEM 3



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 17, 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:

CONDUCT A PUBLIC HEARING FOR THE CONSIDERATION AND ADOPTION OF THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE REPORT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing; and
2. Take public testimony; and
3. Adopt the Fiscal Year 2025-2029 Analysis of Impediments to Fair Housing Choice; and
4. Authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The City of Huntington Park (City) receives annual funding from the U.S. Department of Housing and Urban Development (HUD) through its Community Development Block Grant (CDBG) Program. A requirement of these funds is the completion of a five-year Analysis of Impediments to Fair Housing Choice (AI) report and a complementary Consolidated Plan. These documents review current conditions in the City related to housing and community development and outline how the City plans to allocate its federal funding to better support these identified limitations. The current AI and Consolidated Plan cover the 2020-2025 fiscal years (FY). The new, five-year Consolidated Plan cycle will begin in July 2025 through June 2030.

Attached is the proposed AI report that includes an analysis of community outreach, data, policies, procedures, and laws related to housing limitations in the City and goals to overcome these limitations. This report informs the development of the Consolidated Plan, which will be presented to the City Council for consideration of approval prior to the end of May 2025.

CONDUCT A PUBLIC HEARING FOR THE CONSIDERATION AND ADOPTION OF THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE REPORT

March 17, 2025

Page 2 of 2

As part of this process, the City placed a notice in the local newspaper on February 5, 2025, informing residents of the availability of the AI and the public hearing that will be held before the City Council to consider its adoption on March 17, 2025. The 30-day review period for the public was set from Wednesday, February 5, 2025, to Friday, March 7, 2025. During the review period, the City gathers comments regarding the proposed AI for inclusion in the final document.

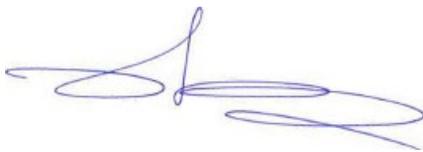
FISCAL IMPACT/FINANCING

There is no fiscal impact to the general fund.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Interim Community Development Director

Attachments:

A. Analysis of Impediments to Fair Housing Report FY 2025-2030

ATTACHMENT "A"

CITY OF HUNTINGTON PARK
Analysis of Impediments (AI)
2025-2029

DRAFT

Public Comment Period (English and Spanish):

January 23, 2025 – Feb 24, 2025



HUNTINGTON PARK
THE CITY OF PERFECT BALANCE *California*





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CHAPTER 1: INTRODUCTION

Fair housing refers to the right of everyone to pursue housing free of unlawful discrimination. Equal access to affordable and accessible housing is a fundamental right protected by legislation on both a federal and state level. In the United States, individuals have the right to pursue fair housing without unlawful discrimination based on protected characteristics.

Fair housing laws on the national level prohibit discrimination in selling, renting, leasing, or negotiating for real estate property based on race, color, sex, religion, national origin, familial status, and disability. California legislation further builds upon this by also including age, marital status, ancestry, citizenship, immigration status, source of income, sexual orientation, gender expression, gender identity, military or veteran status, and primary language as protected characteristics.

In order to properly support fair housing choices, a community must work to mitigate and remove any impediments that would serve as barriers in allowing residents to access equal housing opportunities. The City of Huntington Park is committed to impartially providing fair housing opportunities to all residents in accordance with national and California State laws.

Factors in both the public and private sector that could impede equal access to fair housing are often referred to as impediments to fair housing choice. According to the U.S. Department of Housing and Urban Development (HUD), Impediments to fair housing choice are:

- *Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices*
- *Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.*

Impediments to fair housing choice could be as obvious as clear violations of fair housing laws, however, they could also manifest in less obvious ways, such as community resistance to minority groups and/or low-income households moving into historically white or moderate-to-high-income neighborhoods. Another example of seemingly neutral impediments are real estate advertisements that focus on characteristics of desired tenants, rather than amenities within the housing unit. According to HUD:

Policies, practices, or procedures that appear neutral on their face, but which operate to deny or adversely affect the availability of housing to persons because of race, ethnicity, disability, and families with children may constitute such impediments.

The City of Huntington Park maintains its commitment to ensuring fair housing access and opportunities for all residents. It adheres to applicable laws and conducts business fairly and impartially. As part of this effort, the city identifies impediments to fair housing choice through



the Analysis of Impediments to Fair Housing Choice (AI), following the recommended analysis and format outlined in HUD’s Fair Housing Planning Guide.

The purpose of an AI is to provide a comprehensive overview of a jurisdiction’s laws, regulations, policies, procedures, real estate practices, and local conditions that may impact the availability and accessibility of housing. Potential impediments to fair housing are identified, and then suggestions are made as to how the City can mitigate and/or remove these potential barriers to ensure equal access for all residents. The scope of this AI is broad in that it covers the full array of housing practices in Huntington Park within both the private and public sector.

The 1974 Housing and Community Development Act mandates that recipients of Housing and Urban Development (HUD) funds must actively promote fair housing. The requirements are:

- Actively address housing discrimination to proactively combat it within their jurisdiction
- Promote fair housing choices for all individuals
- Provide opportunities for all individuals to live in any housing development, regardless of race, color, religion, gender, disability, familial status, or national origin.
- Promote housing that is accessible to and usable by persons with disabilities
- Comply with the non-discrimination requirements of the Federal Fair Housing Act (the Act)

The preparation of an Analysis of Impediments meets HUD requirements. This AI adheres to the format and recommended scope of analysis in the Fair Housing Planning Guide developed by the U.S. Department of Housing and Urban Development (1996).

1. Legal Background

In Huntington Park, all housing units for rent or sale are subject to fair housing practices. Fair housing is a right protected by both Federal and State of California laws.

Federal Laws

The Fair Housing Act of 1968 and **the Fair Housing Amendments Act of 1988** (42 U.S. Code §§ 3601-3619, 3631) prohibit housing discrimination against protected classes. This applies to potential discrimination during the process of selling, renting, leasing, or negotiating for property.

Protected classes outlined in the Fair Housing Act are as follows:

- Race
- Color
- National origin
- Religion
- Sex (including gender identity and sexual orientation)
- Familial status
- Disability (mental or physical)



Specifically, the Fair Housing Act makes it unlawful to:

- Deny the sale or rental of a dwelling after a bona fide offer has been made, or to refuse negotiations based on race, color, religion, sex, disability, familial status, or national origin.
- Discriminate against any individual in the terms, conditions, or privileges related to housing sale or rental, or in the provision of associated services or facilities, due to race, color, religion, sex, disability, familial status, or national origin.
- Create, print, or disseminate any notice, statement, or advertisement regarding housing sale or rental that indicates preferences, limitations, or discrimination based on race, color, religion, sex, disability, familial status, or national origin.
- Misrepresent the availability of a dwelling for inspection, sale, or rental based on race, color, religion, sex, disability, familial status, or national origin.
- Attempt to influence the sale or rental of a dwelling for profit by making representations about the entry or prospective entry of individuals from a specific race, color, religion, sex, disability, familial status, or national origin into a neighborhood.

Title VI of the Civil Rights Act of 1964 ensures that no individual in the United States can be excluded from participating in, denied benefits from, or subjected to discrimination based on race, color, or national origin in any program or activity that receives federal financial assistance. This means that all programs and activities receiving HUD funding must adhere to this law.

Similarly, **Section 504 of the Rehabilitation Act** prohibits discrimination on the basis of disability in federally funded programs. Individuals with disabilities shall not be excluded from, be denied the benefits of, or be discriminated against in any form in any activity or program that is federally-assisted.

The Americans with Disabilities Act of 1990 is another federal civil rights law that offers protection against discrimination to individuals with disabilities. Title II of the law prohibits discrimination in all programs, services, and activities provided by public entities. Title III of the ADA addresses and prohibits discrimination against persons with disabilities in places of public accommodation such as public libraries and parks. These facilities must be designed in accordance with established accessibility standards.

Reasonable Accommodations and Accessibility: The Fair Housing Amendments Act of 1988 mandates that housing facility owners provide ‘reasonable accommodations’ to ensure equal housing opportunities for people with disabilities. For instance, a landlord with a ‘no pets’ policy may waive it to allow a blind individual to keep a guide dog. Additionally, landlords must permit tenants with disabilities to make reasonable modifications to their private living spaces and common areas, at their own expense. Multi-family housing with four or more units must be designed and built to allow access for persons with disabilities. This includes accessible common areas, doors that are designed to be wide enough for wheelchairs, kitchens and bathrooms that allow a person using a wheelchair to maneuver, and other adaptable features.



HUD Final Rule on Equal Access to Housing in HUD Programs: In March of 2012 HUD published their Final Rule on “Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity”. This created a new regulatory provision that prohibits the consideration of a person’s marital status, sexual orientation, or gender identity (a person’s internal sense of being male or female) in making homeless housing assistance available. The rule also guaranteed equal access to HUD housing and shelters for lesbian, gay, bisexual, and transgender (LGBT) persons.

Bostock v. Clayton County: In 2020, the Supreme Court of the United States issued a decision that interpreted the protected characteristic of “sex” in Title VII to include gender identity and sexual orientation. In January 2021, Executive Order 13988 instructed federal agencies to address discrimination due to gender identity and sexual orientation.

California Laws

The California Civil Rights Department (CRD), formerly known as the Department of Fair Employment and Housing (DFEH), is the entity responsible for enforcing the state’s fair housing laws.

The Fair Employment and Housing Act (FEHA) (Government Code Section 12955 et seq.) provides protection from discrimination or harassment based on protected characteristics in all aspects of housing and related services. This includes the process of renting, leasing, selling, construction, lending, and advertising.

Protected characteristics according to the FEHA include:

- Race
- Color
- Ancestry
- National origin
- Citizenship
- Immigration status
- Primary language
- Religion
- Disability (mental or physical)
- Sex and gender
- Sexual orientation
- Gender identity
- Gender expression
- Genetic information
- Marital status
- Familial status (families with children under 18 or people who are pregnant)
- Source of Income (including the use of governmental assistance such as Housing Choice Vouchers)
- Age

The definition of “disability” as a protected characteristic according to California law is much broader than that of federal law, offering more protection to disabled persons who may experience discrimination.

The **Unruh Civil Rights Act** (California Civil Code §§ 51 et seq.) prohibits housing providers and agencies qualifying as business establishments from discriminating against individuals based on



“sex, race, color, religion, ancestry, national origin, disability, or medical condition”. According to the California Supreme Court, protections under this legislation are not restricted to the aforementioned characteristics. This act also allows victims to claim statutory damages, with a minimum of \$4,000 per violation.

The **Ralph Civil Rights Act** (California Civil Code § 51.7) prohibits discrimination in the form of acts of harassment, intimidation, or violence against a person or their property based on actual or perceived protected characteristics. This can come in the form of graffiti, vandalism, or property damage; assault or attempted assault; and verbal or written threats.

The **Bane Civil Rights Act** (California Civil Code Section 52.1) protects against interference or attempted interference of an individual’s rights through intimidation, coercion, or threats. This can protect against barriers to equal housing access. For example, prospective tenants may face intimidation from a discriminatory landlord or coercion from an immoral mortgage lender.

California Civil Code Section 1940.3 provides protection to individuals in regard to their immigration or citizenship status. Landlords are forbidden from questioning individuals about their immigration or citizenship status, and it is unlawful for local jurisdictions to pass laws that would require them to do so.

Discrimination against individuals based on protected characteristics is prohibited in state-funded programs through **Government Code Section 11135**.

Furthermore, **Government Code Sections 65008 and 65580-65589.8** require local jurisdictions to address housing options for special needs groups which include:

- Housing for disabled persons
- Housing for homeless persons, including emergency shelters, transitional housing, and supportive housing
- Housing for extremely low-income households, including single-room occupancy units
- Housing for developmentally disabled persons

2. Organization of the Report

The AI was written using quantitative data analysis, qualitative research, and community engagement to identify and address impediments to fair housing. A thorough and inclusive assessment was made by integrating demographic studies, policy reviews, stakeholder consultations, and community input. The organization of the report is as follows:

Community Participation Process

Public participation during the AI process is highly encouraged and serves as one of the best tools in gauging community needs and resources.



Community Data

The City of Huntington Park is home to many diverse subpopulations, each with their own individual housing needs and barriers. The community profile section examines population characteristics such as race, ethnicity, language, income, household size and more, for their relation to fair housing choice accessibility. For example, race and ethnicity have implications on housing choice in that certain socioeconomic variables correlate with race.

The housing needs of “special populations” are also explored in this section. The special populations discussed are as follows:

- Large households
- Seniors
- Single-parent households
- Persons with disabilities
- Homeless persons
- Persons with HIV / AIDS

Public Policies

Public policies may affect the pattern of housing development, the availability of housing choices, and access to housing. The Public Policies section of the AI reviews the various policies that may have an impact on housing choices in Huntington Park. Policy and planning documents adopted by the City and associated agencies were reviewed to evaluate the potential impediments to fair housing choice and affordable housing development, including local municipal, building, occupancy, health, and safety codes.

Lending Practices

Lending practices have a significant impact on fair housing, as they determine access to mortgage financing and homeownership. The Lending Practices section examines the mortgage lending landscape in Huntington Park to identify potential barriers to fair housing. This section includes an analysis of lending laws, types of loans, and key findings from Home Mortgage Disclosure Act (HMDA) data. The demographics and income levels of loan applicants are reviewed to uncover any disparities in access to mortgage financing.

Fair Housing Profile

This section examines housing industry practices and the fair housing landscape in the City of Huntington Park within the private and rental sectors. Additionally, agencies responsible for enforcing fair housing practices are discussed, as well as local organizations that assist in reporting fair housing complaints.



Five Year Progress

This section helps measure progress, refine policies, and maintain accountability in promoting fair housing. It evaluates the effectiveness of the City of Huntington Park's efforts made over the past five years to address barriers to fair housing.

3. Data sources

In preparation for the 2025-2029 Analysis of Impediments to Fair Housing Choice (AI), the following data sources were used:

American Community Survey (ACS) 2016-2020 5-Year Estimate and 2022 1-Year Estimates, U.S. Census Bureau. ACS data is obtained through the nationwide survey on demographic, social, economic, and housing conditions. The 5-Year Estimates, used in this report, includes 60 months of data collected for all population sizes. It utilized the largest sample size among the ACS products (1-Year, 3-Year, and 5-Year Estimates), making it the most reliable. While the 5-Year Estimates are the least current as they span a longer period of time, they are the best suited for precision when examining tracts and smaller geographic areas. 2022 1-Year Estimates covers a shorter period and therefore provide more recent data.

Decennial Census 2000, 2010, and 2020, U.S. Census Bureau. The Decennial Census data is gathered every ten years by the US Census Bureau to determine the number of people living in the United States. The census is conducted in years ending in zero on census day on April 1.

Community Reinvestment Act (CRA) Rating Search, Federal Financial Institutions Examination Council (FFIEC). CRA Ratings for financial institutions include substantial noncompliance, needs to improve, satisfactory, and outstanding. Regulatory agencies, including the Federal Reserve, Office of the Comptroller of the Currency, Federal Deposit Insurance Corporation, and Office of Thrift Supervision supervise these ratings.

Comprehensive Housing Affordability Strategy (CHAS) 2016-2020 5-Year Estimates. The CHAS data is a tool developed by the U.S Department of Housing and Urban Development. It provides information on the housing needs of low- and moderate-income households. The data is derived from the ACS data by the US Census Bureau.

Diversity and Disparities; Residential Segregation Brown University – index of dissimilarity The **Index of Dissimilarity** measures how evenly two groups (usually racial or ethnic groups) are spread across neighborhoods. It ranges from 0 to 100, where 0 means the groups are completely mixed, and 100 means they are completely separated.

Home-mortgage Disclosure Act Data Browser (HMDA data) The HMDA data is collected under the Home Mortgage Disclosure act. This law requires financial institutions to report information about the home loans they issue, including details on loan type, borrower demographics, property location, and outcomes



PIT count source This data shows the number of people experiencing homelessness in the United States on a single night. It is typically conducted annually by continuums of care (CoCs), which are local or regional groups of service providers, including shelters, outreach programs, and housing organizations

Regional Housing Needs Allocation (RHNA) The RHNA is used to determine how many new homes and the affordability of homes that must be planned for in the City's Housing Element as mandated by the California State Housing Law.

Housing Element A Housing Element is a component of the City's General Plan that outlines strategies and goals for addressing housing needs. The Housing Element identifies the current and future housing needs of the population, evaluates existing housing conditions, and sets specific policies to address issues such as affordable housing, zoning, housing production, and housing affordability.

Consolidated Annual Performance and Evaluation Report (CAPER) The Caper is a report mandated by the U.S. Department of Housing and Urban Development (HUD) for communities that receive federal funding for housing and community development program. It is submitted annually to report on progress and accomplishment for funds used from programs such as the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME).



CHAPTER 2: COMMUNITY PARTICIPATION PROCESS

City staff collaborated with external consultants, MNS engineers and Michael Baker International, to offer technical assistance and lead the AI planning process. The city, along with its consultants, conducted an extensive consultation process, with Michael Baker international taking the lead in public participation, as well as data research and analysis, to complete the AI report and consolidated plan.

Public and private agencies involved with fair housing issues, as well as interested residents, were invited to take part in the Community Meetings for the City of Huntington Park. These meetings were promoted through social media and email blasts sent to various organizations. The City hosted two separate sessions for English and Spanish participants. The purpose of the community meetings was to provide an overview of the City's Analysis of Impediments to Fair Housing Choice (AI) and gather input on housing-related concerns from residents.

An online survey, available in both English and Spanish, was also conducted to gather feedback on housing needs, community facilities, special needs services, homelessness, and economic development. The survey was designed to ensure broad participation from the community and collect input on a variety of topics such as housing discrimination, tenant rights, affordability. To reach underrepresented communities, outreach efforts included collaborating with social service organizations that serve disabled, low-income, and homeless populations.

In addition, a total of 32 people were invited to an online stakeholder group discussion. The attendees represented the following organizations:

- Huntington Plaza Affordable Housing
- Azure Development
- Century 21 Real Estate
- Linc Housing
- Casa Rita Affordable Housing
- New Start Housing
- Pipeline Health
- Huntington Park Parks and Recreation
- Fair Housing Foundation
- Los Angeles County Library
- Inner City Visions

Stakeholder input was also gathered from the City's Planning Commission and Health and Education Commission.



After the public participation process, a draft of the AI was made available for public review for 30 days at City Hall and on the City website.

1. Community Outreach Survey

As part of the 2024 Analysis of Impediments (AI) and the 2025-2030 Consolidated Plan, the City conducted a Community and Stakeholder Survey from October 15 to November 15, 2024. The survey was available both online and in paper form, distributed through the City's website and shared with community members and local stakeholders.

The goal was to collect feedback on the City's most urgent needs, particularly in the areas of housing, community facilities, homelessness, neighborhood improvements, community services, affordable housing, and fair housing. Respondents highlighted the primary challenges limiting housing options and affordability in the City.

Survey Highlights

- Majority of the survey participants (82%) have lived in the City for more than 10 years
- Participants feel that the top three priority affordable housing are owner occupied housing rehabilitation, increased senior housing units, and construction of new affordable rental housing
- Participants feel that the top three public services are neighborhood crime prevention, park and recreation program, and law enforcement services
- Participants feel that the top three homeless needs are permanent supportive housing, rent/utility payment assistance, and emergency shelters
- Participants feel that the top three public facilities improvements are street/alley/sidewalk, safety improvement, and tree planting and urban greenery
- Participants feel that the top three economic development priorities are job generating businesses, college readiness programs, and job readiness programs.
- Participants feel that the top three priorities for Fair Housing Services are family/children, race and anti-discrimination education and enforcement.

2. Public meeting

Two community meetings were held in November. On Tuesday, November 12, 2024, at 6 PM, a public meeting was held in Spanish at Huntington Park City Hall, located at 6550 Miles Ave, Huntington Park, CA 90255, with 13 residents and community members in attendance. The following day, Wednesday, November 13, 2024, at 10 AM, another session was conducted in English at Freedom Park, located at 3801 E 61st St, Huntington Park, CA 90255, where 10 participants signed in and engaged in the discussion.



<u>Public Meeting Highlights</u>	
<p style="text-align: center;"><u>Housing</u></p> <ul style="list-style-type: none"> Participants feel that there is a need for more affordable housing, assistance for renters to become homeowners, and the renovation of aging homes. 	<p style="text-align: center;"><u>Public Services</u></p> <ul style="list-style-type: none"> Participants expressed a need for services related to homelessness, fair housing, after-school programs, and senior services. However, they emphasized the importance of better communication regarding the availability of these services.
<p style="text-align: center;"><u>Community Facilities</u></p> <ul style="list-style-type: none"> The need for improved broadband, park and street repairs, safer crosswalks, and enhanced transportation safety was highlighted by participants. 	<p style="text-align: center;"><u>Economic Development</u></p> <ul style="list-style-type: none"> Participants feel the need for supporting small businesses, improvements to the business facades and create more local job opportunities

3. CONSULTATION WITH STAKEHOLDERS

The planning process involved conducting multiple stakeholder interviews with City staff, government officials, and nonprofit social service agencies operating within the City. These interviews were an essential part of gathering input and insights to inform the development of the Analysis of Impediments (AI) and the Consolidated Plan. The information gathered from these interviews was summarized, analyzed, and incorporated into the policies and recommendations of both the AI and the Consolidated Plan

<p style="text-align: center;"><u>Planning Commission</u></p> <ul style="list-style-type: none"> There is a need to identify strategies to increase affordable housing availability and to explore successful models, such as converting motels into long-term affordable housing, like the "Project Room Key" initiative. Additionally, there were suggestions to educate the community about homeownership and consider rezoning commercial areas, particularly west of Slauson, to create opportunity zones for affordable housing
<p style="text-align: center;"><u>Health and Education Commission</u></p> <ul style="list-style-type: none"> Stakeholder suggested making the application process for affordable housing programs to be more resident friendly and using a focus group so it would encourage more residents to apply
<p style="text-align: center;"><u>Online Stakeholder Focus Group</u></p> <ul style="list-style-type: none"> There isn't enough affordable housing for low-income families, seniors, and vulnerable groups.



- The process to build affordable housing is complicated, with issues like high costs, lack of funding, and strict zoning laws. Streamlining the process and finding alternative funding could help.
- Local zoning rules make it harder to build multi-unit housing. Changing these rules, especially near transportation hubs, could help.
- Building affordable housing is expensive, and even with free land, many projects still don't work financially.
- Expanding Accessory Dwelling Units (ADUs) and repurposing motels for housing are ideas to help solve the shortage.
- Tenants need more help with rising rents, eviction notices, and understanding their rights, like through rent control and tenant education programs.
- There is a need for policies that help prevent homelessness, such as providing supportive housing with mental health care, job training, and substance abuse treatment.
- People experiencing homelessness often face discrimination based on race, gender, or disability, making it harder for them to find housing.

4. REACHING UNDERREPRESENTED POPULATIONS

To engage underrepresented communities, outreach efforts included partnering with organizations such as Inner-City Visions, the Fair Housing Foundation, and the Parks and Recreation Department, which serve disabled, low-income, and homeless populations. These organizations helped distribute the survey to their clients.

The survey was made available in both English and Spanish to reach a large population of the City who has limited English proficiency. Additionally, the community engagement meeting was conducted in English and Spanish to further reach a wide audience.

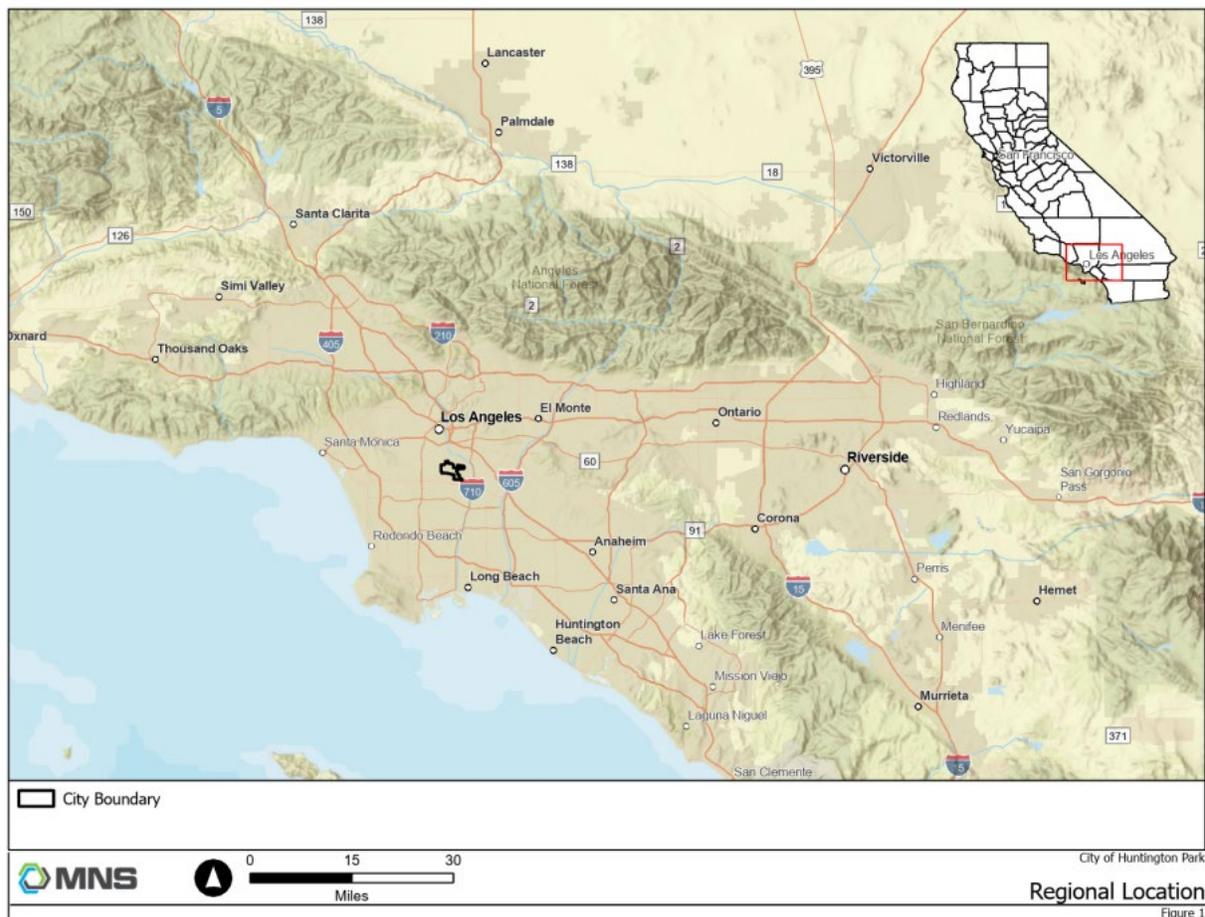
5. PUBLIC REVIEW

A 30-day public review period from January 23, 2025 – February 24, 2025 was provided to receive comments from agencies and the public. Following this period, a public hearing was held in the city council chambers during a regularly scheduled council meeting. Any written comments received, as well as discussion items raised during the public review period and/or the hearing, were directly addressed as part of the AI.



CHAPTER 3: COMMUNITY DATA

Huntington Park has been part of Los Angeles County since September 1, 1906, with only 526 residents. The land remained unexplored until the late 18th century and didn't have formal ownership until 1809 when it was later passed on to settlers preparing for the new City. Since then, the population has expanded to over 58,000 residents, and demographics have diversified to include several different races and ethnicities, all with their own housing needs.



The following section will provide a deeper understanding of the associated City's demographics and socioeconomic characteristics, including sub-populations and homeowners and renters. The data will show ways intersectionality may play a significant role in residents' lives and how the City can best support everyone, but especially the most vulnerable.



1. Demographic Summary

In just two years, the median household income in Huntington Park increased about 15% to \$54,073. At the same time, housing sale prices increased by 89.77% as of December 2022. Average rental prices in the City depend on the number of bedrooms, and they range anywhere from \$1,295 for a studio to \$3,995 for four bedrooms or more. For some residents of the City, this may be cost-burdensome, leaving them at risk of experiencing a lack of fair housing practices, such as overcrowding, improper infrastructure, or maintenance issues. Understanding the role of factors such as concentrated areas of poverty, access to resources, rates at which the housing stock grows, and median income change will guide the City in making informed goals and implementations.

The following sections will use data sets from the American Community Survey (ACS), the Comprehensive Housing Affordability Strategy (CHAS), and others to provide a rounded perspective on potential City issues.

2. Population Characteristics

The City's population declined by 0.61% over a decade and analyzing these trends can help allocate more resources to specific housing and community issues that support residents. The population characteristics consider race/ethnicity, age, growing population trends, aging trends, and dissimilarity.

Table 1: Regional Population Increase				
Total Population	2010	2020	2022	Percent Change 2020 & 2022
City	58,114	54,883	54,547	-0.61%
County	9,818,605	10,014,009	9,936,690	-0.77%
State	37,253,956	39,538,223	39,356,104	-0.46%

Source: 2010 & 2020 Decennial U.S Census, 2018-2022 ACS 5-Year Estimates

The data in Table 2 shows a more extended period, including a comparison of 2000 with 2020, showing an even longer extended period of population decline. From 2000 to 2020, there was about a 5% decline every decade, whereas the county and state saw increases.

Table 2: Regional Population Percentage Increase						
Area	2000-2010		2010-2020		2000-2020	
City	61,348	58,114	58,114	54,883	61,348	54,883
County	9,519,338	9,818,605	9,818,605	10,014,009	9,519,338	10,014,009
State	33,871,648	37,253,956	37,253,956	39,538,223	33,871,648	39,538,223

Source: 2020, 2010, & 2020 Decennial U.S Census



3. Population Age

Different age groups have vastly different wants and needs based on everyday life factors, leading them to seek other housing types. Younger generations are more likely to invest in smaller units; middle-aged individuals usually accommodate larger families, while older generations typically downsize their space.

Table 3 compares five different age groups between Huntington Park and Los Angeles County. The largest category, "25 - 44" year olds, was the largest for both the City and County. The City saw its second-highest category be "Under 18," followed by "45-64." The County saw the opposite, "45-64" followed by "Under 18." Considering age with community needs may pinpoint if more investment should go towards housing, continuum of quality of care, transportation, or any other type of service.

Table 3: Age Characteristic				
Age	City	City %	County	County %
Under 18	15,736	27.24%	2,178,559	21.70%
18-24	7,135	12.35%	952,944	9.49%
25-44	16,898	29.26%	3,002,523	29.90%
45-64	12,555	21.74%	2,536,515	25.26%
65 or older	5,437	9.41%	1,370,141	13.65%
Total:	57,761	100%	10,040,682	100%

Source: 2016-2020 ACS 5-Year Estimates

4. Race and ethnicity

Understanding race and ethnicity and their distinguishments helps better understand their housing choices. Race considers physical attributes and common descent, and ethnicity encompasses culture, religion, and language. Between 2010 and 2020, the City saw a significant increase in these categories: Black or African American at 1709%, Two or more races at 1430%, and Native Hawaiian and Other Pacific Islander at 1246%.

Table 4: Current Race & Ethnicity Comparison						
Race/Ethnicity	City			County		
	2010	2020	% Change	2010	2020	% Change
White	29,776	43,895	47%	4,936,599	3,259,427	-34%
Black or African American	440	7,959	1709%	856,874	794,364	-7%
American Indian and Alaska Native	752	458	-39%	72,828	163,464	124%
Asian	393	1,556	296%	1,346,865	1,499,984	11%



Native Hawaiian and Other Pacific Islander	28	377	1246%	26,094	24,522	-6%
Some other race	24,535	37	-100%	2,140,632	2,784,180	30%
Two or more races	2,190	33,508	1430%	438,713	1,488,068	239%
Total	58,114	54,883	6%	9,818,605	10,014,009	2%
Hispanic	56,445	52,986	-6%	4,687,889	4,804,763	2%
Non Hispanic	1,669	1,897	14%	5,130,716	5,209,246	2%

Source: 2010 & 2020 Decennial U.S Census

5. Limited English proficiency

The majority of residents in Huntington Park speak a language other than English. Of the 91% who speak another language, about half, 47%, speak English less than "very well." Spanish makes up most of the other languages; 48,502 out of the 48,770 residents speak a language other than English. The other categories include other Indo-European languages (51 persons), Asian Pacific Island languages (131 persons), and other languages (86 persons).

Knowing the primary languages other than English spoken in the community is essential for the City to communicate with residents effectively. These individuals may require extra assistance at any age level and may need help finding job opportunities, becoming isolated from the community, and navigating government resources.

Table 5: Language Spoken at Home	
(persons 5 years old and older)	
	City Number
Population 5 years and over	53,425
English only	4,655
Language other than English	48,770
Speak English less than "very well"	22,772
Spanish	48,502
Speak English less than "very well"	22,540
Other Indio-European languages	51
Speak English less than "very well"	26
Asian and Pacific Island languages	131
Speak English less than "very well"	121
Other languages	86
Speak English less than "very well"	85

Source: 2016-2020 ACS 5-Year Estimates

6. Dissimilarity index



The Index of Dissimilarity examines residential patterns and identifies the extent to which segregation exists between different racial/ethnic groups within a metropolitan area. Using a scale of zero to 100, it uses measurements of 60% or more as high, 40/50% moderate, and 30% or less low. Except for White-Hispanic, the other categories scored relatively similar, and the overall decrease throughout the years indicates a move towards a less segregated City.

Table 6: Index of Dissimilarity					
	1980	1990	2000	2010	2020
White - Black	41.0	42.4	43.5	41.9	23.8
White - Hispanic	20.3	11.6	12.2	15.2	9.0
White - Asian	17.0	39.7	43.0	38.5	22.4
Black - Hispanic	27.2	35.0	39.5	34.6	27.8
Black - Asian	41.0	21.0	42.5	36.2	24.5
Hispanic - Asian	26.2	32.3	38.0	35.2	25.1

Source: 2020 Diversity and Disparities Index, Brown University

<https://s4.ad.brown.edu/projects/diversity/segregation2010/city.aspx?cityid=660018>

7. Household characteristics

Households consider everyone occupying a housing unit regardless of whether they are related. Identifying characteristics across household characteristics can give a more precise idea of home situations across the City.

Household Type and Size

The number of family households in the City decreased by 3%, which matches the decreased rates among married couples and the overall decline of children across all categories, but an increase of households with individuals over 60 years. At the same time, nonfamily households saw an increase of 17%, potentially indicating a strain for people to find affordable housing.

Table 7: Household Type and Size			
	2020	2022	% Change
Total Households	14,621	14,712	1%
Family Households	12,211	11,890	-3%
With own children under 18 yrs	6,308	5,859	-7%
Married couple with family	6,603	6,286	-5%
With own children under 18 yrs	3,309	2,987	-10%
Female householder, no husband present	3,811	3,839	1%



With own children under 18 yrs	2,158	2,062	-4%
Nonfamily households	2,410	2,822	17%
Householder living alone	1,842	2,119	15%
Householder 65 years and over	863	1,045	21%
Households with individuals under 18 years	7,515	7,018	-7%
Households with individuals over 60 years	4,942	5,399	9%
Average household size	3.94	3.7	-6%
Average family size	4.2	3.99	-5%

Source: 2016-2020 ACS 5-Year Estimates, 2018-2022 ACS 5-Year Estimates

8. Special needs populations

The special needs population includes individuals who may have a particular need relating to mental health, physical and developmental disabilities, risk of homelessness, persons with addiction, persons with HIV/AIDS, victims of domestic violence, and other subpopulations, all of which may be eligible for supportive housing.

The low-income elderly (62+) and frail elderly fall into special needs due to their age. These individuals seek community programs to meet some of their needs; therefore, acknowledging their growing numbers is necessary to find how to accommodate City resources. The following sections will examine the subpopulations individually, assessing present characteristics and seeing if trends exist.

Senior Population and Characteristics

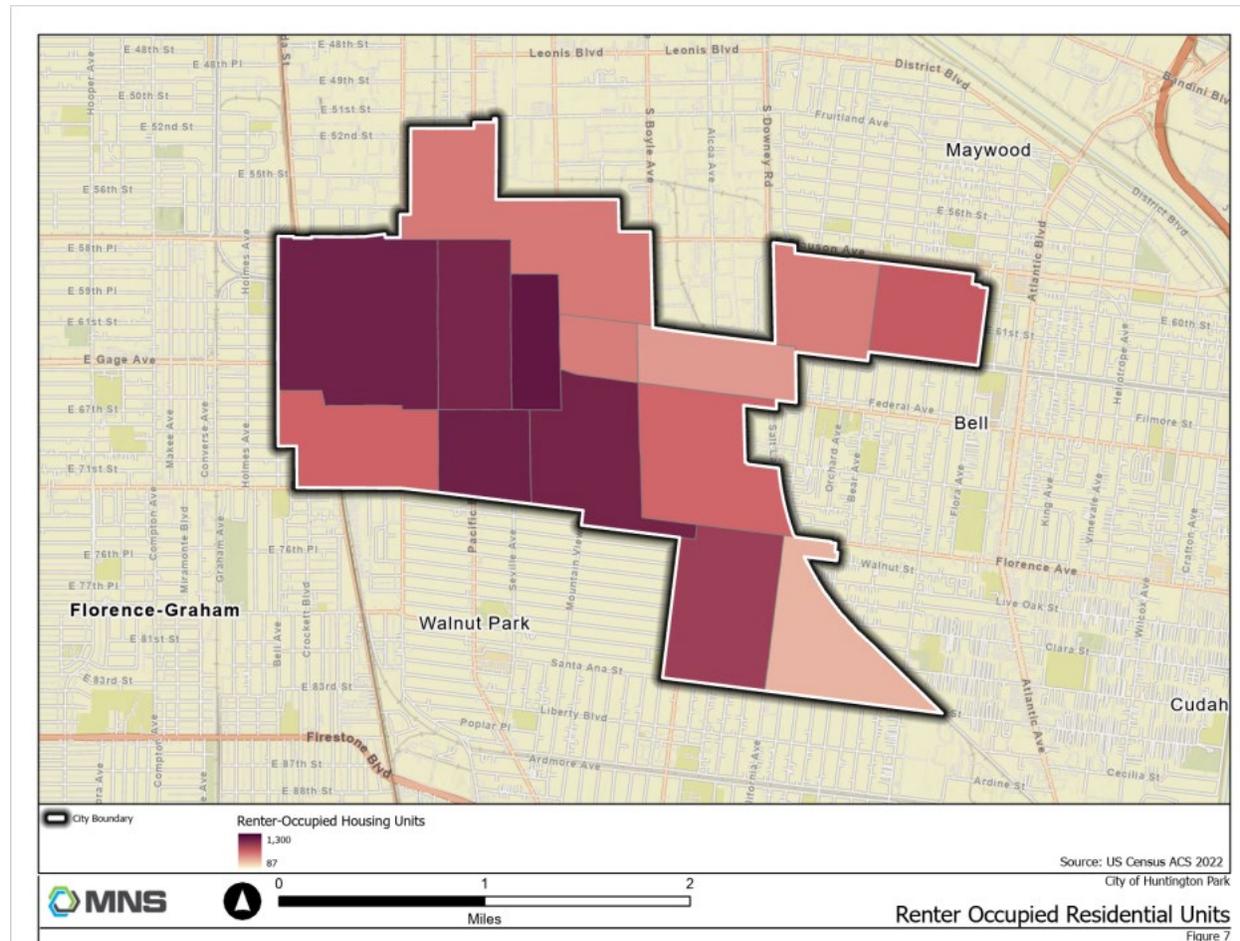
Modern technology and medicine have allowed us to live longer, which is one reason for the increasing number of elderly residents. As of 2022, there were 5,437 seniors 65 or older, separated into three categories in Table 8: 65-74, 75-84, and 85 and older. Between 2010 and 2020, the City saw an increase in the older population across all categories. The slight decline from 2020 to 2022 can result from COVID-19 but can be expected to rise as they only slightly decreased and even increased for the 85 and older category as the baby boomer's generation continues to phase into 65 and older.

Table 8: Elderly Population			
Age	City Percent of Population		
	2010	2020	2022
65-74	3.95%	7.04%	6.50%
75-84	2.07%	2.91%	2.73%
85 and older	0.62%	1.20%	1.37%



Source: 2010 & 2020 Decennial U.S Census, 2018-2022 ACS 5-Year Estimates

The City should be aware of how these changing trends will impact housing choices, especially because it is typical for supportive housing, meant to assist special needs populations, to have long waiting lists. In addition, seniors prefer to age in place and may seek the City's help to accommodate their homes.



9. Disabled population

The City's disabled population accounts for 19% of the population, with an independent living disability being the largest category at 5.3%, closely followed by an ambulatory disability at 5%, and cognitive disability at 3.2%. Individuals with a disability are more likely to face discrimination when seeking housing and employment. While people with disabilities can work, they tend to earn less, face more discrimination than other protected groups under the Fair Housing Act of 1968, and have a harder time accessing transportation. The highest recorded discrimination complaints to the U.S. Department of Housing and Urban Development were related to being mistreated due to their disability.

Table 9: Persons with Disabilities Profile



% of Population by City	Hearing Disability	Vision Disability	Cognitive Disability	Ambulatory Disability	Self-Care Disability	Independent Living Disability
19.2%	1.3%	1.4%	3.2%	5.0%	3.0%	5.3%

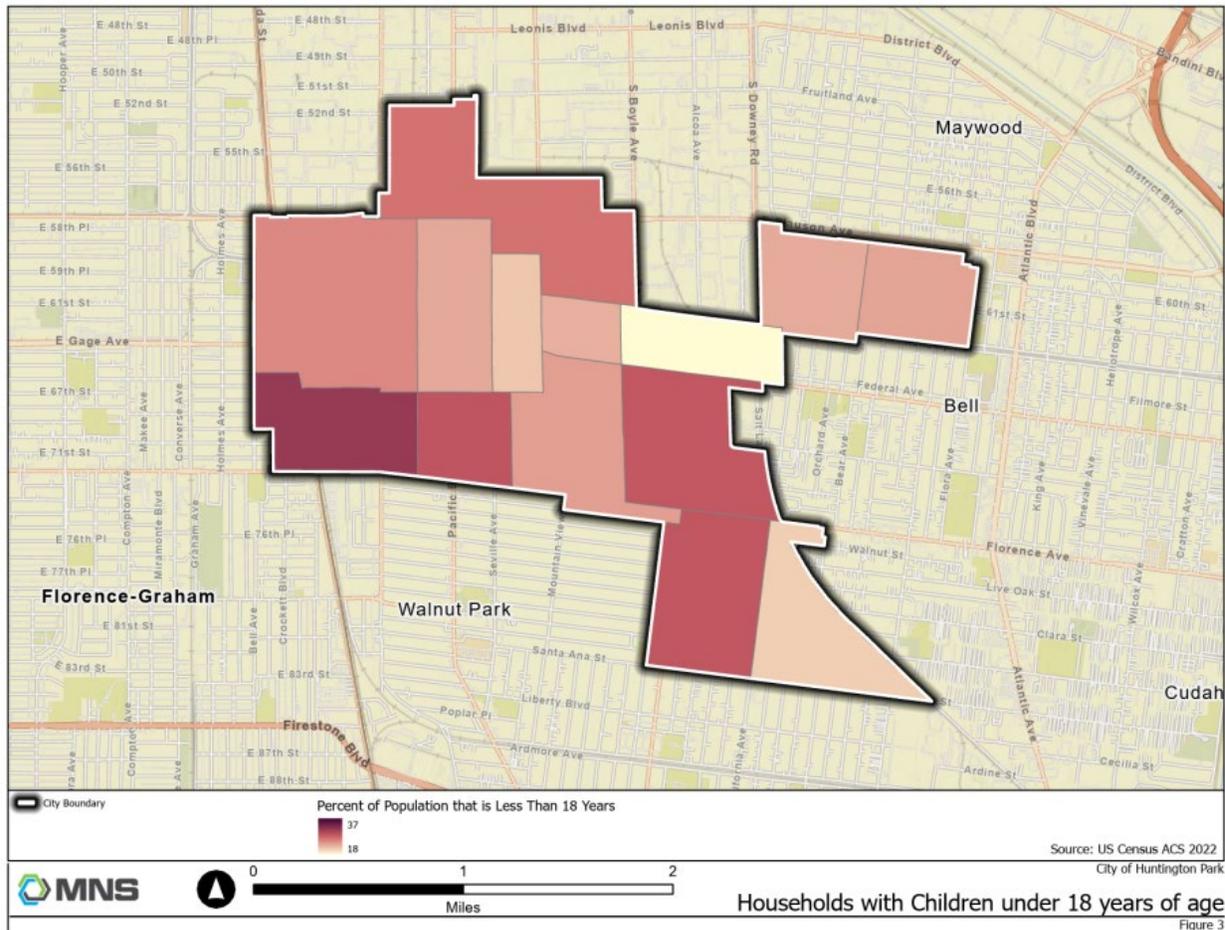
Source: 2018-2022 ACS 5-Year Estimates

10. Population living with HIV/Aids

Lack of proper HIV education has perpetuated misconceptions leading to the discrimination people living with HIV/AIDS face today. According to AIDSvu, an interactive online mapping tool, the Los Angeles County Profile states that 50,466 people were living with HIV as of 2021. While new cases have decreased, the County remained above the state and country's new diagnoses and prevalence rates. Huntington Park is on the higher end of the scale when looking at prevalence, with 379 people living with HIV. It also fell high on the scale for new diagnoses, with 77 new positive individuals. Those looking for HIV/AIDs care near Huntington Park can visit the Complete Care Community Health Center, a federally qualified healthcare facility in the area.

11. Families with children

Families with children, pregnant persons, any persons in the process of securing legal custody of a minor child, and persons with written permission of the parent or legal guardian are all protected groups under the Fair Housing Act. Discrimination can take on many forms, including eviction once a child joins the family, unfair rules or guidelines imposed on those with children, or advertising prohibiting children.



Of the 14,621 total households, 43% are families with children, and 34% are female-headed households with children, and similar comparisons were found at the County level with a all families with children leading by %5. Compared to the County in Table 11, the City had about 7% fewer single-parent households.

Table 10: Families with Children					
Jurisdiction	Total Households	All Families with Children		Female Headed Households with Children	
		fai	% of Total Households	Number	% of all Families with Children
City	14,621	6,308	43%	2,158	34%
County	3,332,504	919,959	28%	207,136	23%

Source: 2016-2020 ACS 5-Year Estimates



Table 11: Single Parent Households		
	City	County
Total Households	14,621	3,332,504
# of Single Parent Households	6,066	1,607,188
% of Single Parent Households	41%	48%

Source: 2016-2020 ACS 5-Year Estimates

12. Large households

Table 12 below shows a breakdown of household size by owner and renter in Huntington Park for 2020 and 2022. The ACS found 14,621 households in the City, and about 48% of those are people living with four or more people. A household is classified as large when five or more individuals reside in the unit, which can often result in overcrowding issues and can be related to multiple factors such as income, ethnicity, age, or others.

In two years, the number of households with four or more occupants decreased by 2% for owners and renters while still making up the largest category of household size. Four or more owner-renter households made up about 46%, but the number of people occupying homes decreased and there was an increase in 1–3-person renter units as of 2022.

Table 12: Household Size – Comparison				
	2020		2022	
	Number	%	Number	%
Total Occupied Housing Units	14,621	100.00%	14,712	100.00%
Owner Occupied	4,001	27.36%	3,571	24.27%
Renter Occupied	10,620	72.64%	11,141	75.73%
Owner & Renter Occupied	14,621	100.00%	14,712	100.00%
1 person HH	1,845	12.62%	2,117	14.39%
2 persons HH	2,679	18.32%	2,642	17.96%
3 persons HH	3,024	20.68%	3,163	21.50%
4 or more persons HH	7,073	48.38%	6,790	46.15%
Owner Occupied	4,001	100.00%	3,571	100.00%
1 person HH	388	9.70%	469	13.13%
2 persons HH	703	17.57%	513	14.37%
3 persons HH	1,033	25.82%	942	26.38%
4 or more persons HH	1,877	46.91%	1,647	46.12%
Renter Occupied	10,620	100.00%	11,141	100.00%
1 person HH	1,457	13.72%	1,648	14.79%
2 persons HH	1,976	18.61%	2,129	19.11%
3 persons HH	1,991	18.75%	2,221	19.94%



4 or more persons HH	5,196	48.93%	5,143	46.16%
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Source: 2016-2020 ACS 5-Year Estimates, 2018-2022 ACS 5-Year Estimates

13. Homeless population

The Los Angeles Homeless Services Authority (LAHSA) and the U.S. Department of Housing and Urban Development conducted two counts to determine the number of homeless individuals in the County. The Shelter/Housing Inventory Count (HIC) is done annually and counts the number of beds in emergency shelters, transitional housing, rapid re-housing, safe haven, and permanent supportive housing. The Point-In-Time Count (PIT) counts the number of sheltered and unsheltered unhoused individuals and is counted every two years.

Los Angeles County is split into eight Service Planning Areas (SPAs), and Huntington Park is in SPA 7: East. The Department of Public Health uses the district regions to target the clinical needs of the residents in those areas.

According to the data from 2023, the City counted 12 sheltered persons and 77 unsheltered persons, totaling 89. Of the 77 unsheltered individuals, almost 52% lived on the street, followed by persons in makeshift shelters and cars. The demographic summary provided by Table 15 indicates that Hispanic/Latino men between 25 -54 were the highest identified group.

Table 13: Homeless Point-In-Time Count			
	Sheltered	Unsheltered	Total
Persons	12	77	89
Households	0	0	0

Source: 2023 Los Angeles County PIT

Table 14: Homeless Point-In-Time Count		
	Number	Percent
Persons in Cars	7	9.09%
Persons in Vans	3	3.90%
Persons in RVs or Campers	0	0.00%
Persons in Tents	5	6.49%
Persons in Makeshift Shelters	22	28.57%
Persons on the Street	40	51.95%
Total	77	100.00%

Source: 2023 Los Angeles County PIT



Table 15: Demographics Summary		
	Number	Percent
Gender		
Male	4450	68%
Female	2053	32%
Transgender	15	0%
Gender Non-conforming	6	0%
Questioning	2	0%
Race/Ethnicity		
Hispanic/Latino	4633	71%
Black/African-American	696	11%
White	981	15%
American Indian/Alaskan Native	88	1%
Asian	41	1%
Native Hawaiian/Other Pacific Islander	11	0%
Multi-Racial/Other	61	1%
Age		
Under 18	556	9%
18-24	837	13%
25-54	3870	59%
55-61	810	12%
62+	438	7%

Source: 2023 Los Angeles County Service Planning Area 7 PIT Count

14. Income profile

Household income influences several factors, including personal financing and a geographic region's worth. When some community members cannot afford to meet the demands of rising housing costs and utilities with their income, they can become victims of discrimination such as stringent credit checks or flat denials due to fear of inability to pay. While those who face poverty are more likely to face housing issues, individuals with low socioeconomic status are not a protected group under the Fair Housing Act.

Median Income

The median household income for Huntington Park was \$54,073 as of 2022, a 15.69% increase from the 2016-2020 ACS estimates. HUD released the 2024 Median Income Limit, which states the median family income for Los Angeles County is \$98,200. Yet, eight families in the extremely-low and very-low categories are making median family incomes of \$54,950 and \$91,550.



**Table 17: 2024 HUD Median Income Limits
Los Angeles-Long Beach-Glendale, CA HUD Metro FMR Area**

Median Family Income	Income Limit	Persons in Family							
		1 person	2 person	3 person	4 person	5 person	6 person	7 Person	8 Person
\$98,200	Extremely Low (0-30%)	\$29,150	\$33,300	\$37,450	\$41,600	\$44,950	\$48,300	\$51,600	\$54,950
	Very Low(30%-50%)	\$48,550	\$55,450	\$62,400	\$69,350	\$74,900	\$80,450	\$86,000	\$91,550
	Low (50%-80%)	\$77,700	\$88,800	\$99,900	\$110,950	\$119,850	\$128,750	\$137,600	\$146,500

Table 16: Median Household Income

2020	2022	% Change
\$46,738	\$54,073	15.69%

Sources: 2016-2020 ACS 5 – Year Estimates, 2018 -2022 ACS 5 – Year Estimates

Table 17 represents the yearly median income based on median family income and fair market rent area for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. HUD uses the data to determine eligibility for assisted housing programs like Public housing and Section 8 Housing Choice vouchers.

Source: HUD User, 2024 Median Income Limit, Los Angeles County

[FY 2024 Income Limits Documentation System -- Summary for Los Angeles County, California \(huduser.gov\)](#)

15.Low to moderate target areas

The City of Huntington Park is a critically impoverished jurisdiction with all its census block groups having 51% or more low-moderate income households, except for 533204. The 3-census block group with the highest rate of LMI households are 5326.05, 5331.03, and 5331.08. The community faces variety of economic and social challenges and more resources are need to ensure that affordable housing and social services needs are met.

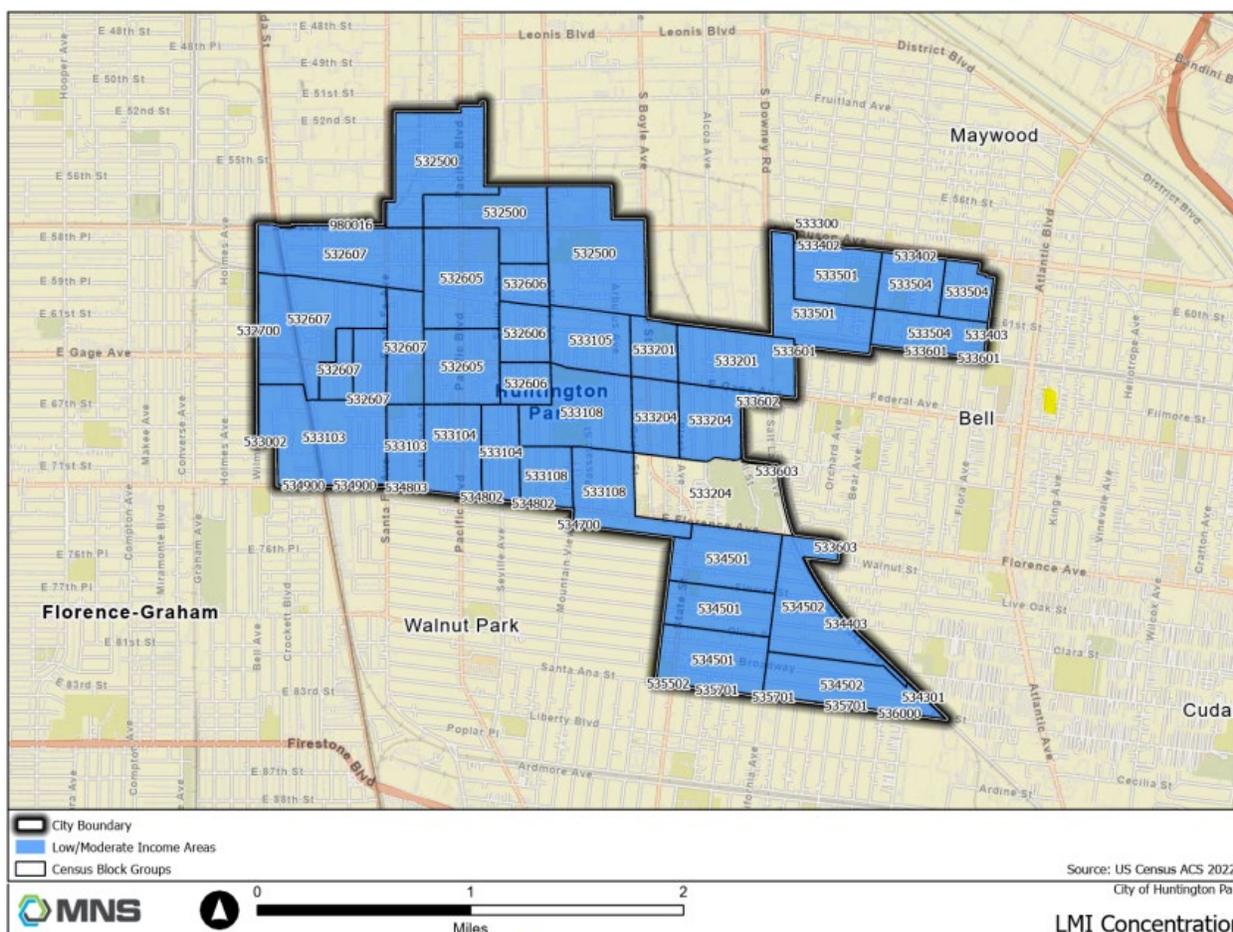


Figure 1: LMI Concentration

16. Income by household characteristic

According to HUD, the table below shows that 11,970 households were living on extremely low, very low, or low incomes. Higher rates of households struggling with low income among renters were present across each low-income category.

Table 18: Household Income					
	Owner		Rental		Total
	#	%	#	%	
Extremely Low Income (0%-30%)	710	15%	4,165	85%	4,875
Very Low Income (30%-50%)	685	20%	2,785	80%	3,470
Low Income (50%-80%)	1,130	31%	2,495	69%	3,625

Source: CHAS 2016- 2020 <https://www.huduser.gov/portal/datasets/cp.html>



Income by Race/Ethnicity

Analyzing median household income per race/ethnicity allows the City to measure disparities more effectively and provide more resources in areas with larger low-income populations. In two years, Huntington Park saw the largest increases in median household income for Hispanics, Whites, and some other races. However, it is worth noting that data was unavailable for Black, Asian, and Native Hawaiian/Other Pacific Islanders.

Table 19: Median Household Income Per Race			
Race	2020	2022	% Change
White	\$43,198	\$48,310	12%
Black	-	-	-
Native American or Alaska Native	\$43,077	\$47,596	10%
Asian	\$67,404	-	-
Native Hawaiian/Other Pacific Islander	-	-	-
Some other race	\$53,446	\$59,612	12%
2 or More Races	\$42,361	\$43,775	3%
Hispanic	\$47,008	\$54,388	16%

Source: 2016 – 2020 ACS 5-Year Estimates, 2018 – 2022 ACS 5 – Year Estimates

17. Racially or ethnically concentrated areas of poverty

The block groups with the highest percentage of both racial minorities and low- or moderate-income (LMI) populations in the City of Huntington Park are **Tract 533501, Block Group 2**, with 76.5% racial minorities and 72.8% LMI; **Tract 532500, Block Group 2**, with 64.0% racial minorities and 94.8% LMI; and **Tract 534501, Block Group 3**, with 96.8% racial minorities and 79.6% LMI. These areas have both a high concentration of racial minorities and a significant percentage of low-income residents.

Table 19: RCAP Race Per Block Group-51%or more LMI					
Tract	Block Group	% Racial Minority	Low Mod	Total Population	LMI%
532500	1	49.5%	910	1,050	86.70%
532500	2	64.0%	2350	2480	94.80%
532500	3	42.4%	1010	1090	92.70%
532605	1	49.5%	1570	2010	78.10%
532605	2	28.0%	1420	1505	94.40%
532606	1	72.5%	2135	2345	91.00%
532606	2	50.8%	2335	2520	92.70%
532606	3	60.8%	655	925	70.80%
532607	1	33.6%	725	880	82.40%
532607	2	21.3%	970	1540	63.00%
532607	3	31.2%	1415	1690	83.70%



532607	4	41.1%	1000	1460	68.50%
532607	5	34.4%	920	1100	83.60%
533103	1	44.6%	1215	1800	67.50%
533103	2	52.1%	810	1215	66.70%
533104	1	35.5%	1120	1575	71.10%
533104	2	28.5%	1620	1755	92.30%
533105	1	67.0%	585	870	67.20%
533108	1	65.7%	1365	1735	78.70%
533108	2	56.0%	2040	2180	93.60%
533108	3	34.5%	2370	2520	94.00%
533201	1	41.3%	1445	1830	79.00%
533201	2	68.2%	1025	1450	70.70%
533204	1	38.5%	740	1385	53.40%
533204	2	54.3%	1070	1555	68.80%
533204	3	49.9%	585	1200	48.80%
533501	1	54.9%	1475	2170	68.00%
533501	2	76.5%	1470	2020	72.80%
533504	1	63.0%	925	1085	85.30%
533504	2	50.5%	845	945	89.40%
533504	3	35.9%	1225	1420	86.30%
534501	1	43.9%	1685	1865	90.30%
534501	2	59.0%	795	1160	68.50%
534501	3	96.8%	2750	3455	79.60%
534502	1	36.7%	535	925	57.80%
534502	2	43.6%	755	915	82.50%

Source: 2020 ACS 5 – Year Estimates & HUD LMISD by Block Group for FY 2023

The top three areas in the City of Huntington Park with the highest percentage of low-income ethnic groups are **Tract 532500**, **Tract 532605**, and **Tract 532606**.

Tract 532500 has 94.75% ethnic minorities, with 92.42% of its 4,620 residents classified as low- or moderate-income. Tract 532605 has 93.55% ethnic minorities, with 85.06% of its 3,515 residents classified as low-income. Tract 532606, with 96.62% ethnic minorities and 88.51% of its 5,790 residents classified as low-income. These areas reflect a high concentration of ethnic minorities and low-income individuals, pointing to a need for community development programs and resources to address their specific challenges.



Table 20: ECAP Ethnicity Per Block Group-51%or more LMI				
Tract	% Ethnic Minority	Low Mod	Total Population	LMI%
532500	94.75%	4270	4620	92.42%
532605	93.55%	2990	3515	85.06%
532606	96.62%	5125	5790	88.51%
532607	97.96%	5030	6670	75.41%
533103	98.54%	2025	3015	67.16%
533104	96.12%	2740	3330	82.28%
533105	100.00%	585	870	67.24%
533108	93.50%	5775	6435	89.74%
533201	100.00%	2470	3280	75.30%
533204	99.81%	2395	4140	57.85%
533501	100.00%	2945	4190	70.29%
533504	95.62%	2995	3450	86.81%
534501	97.36%	5230	6480	80.71%
534502	93.84%	1290	1840	70.11%

Source: ACS 2020 5-Year Estimates & HUD LMISD by Block Group for FY 2023

18.Housing profile

The following section will analyze factors such as the physical condition of the housing stock, potential hazards, renter and homeowner information, and costs to see trends associated with subpar housing experience and which groups are more likely to be affected.

Housing Growth

From 2010 to 2020, housing units grew by 2.26%, and by almost the same amount, it went down by 2022. As developments continue to decrease, a housing shortage will result in higher prices as more demand exists.

Table 21: Housing Unit Growth				
2010	2020	2022	% Change	% Change
			(2010-2020)	(2020-2022)
15,151	15,494	15,133	2.26%	-2.33%

Source: 2010 & 2020 Decennial U.S Census, 2022 ACS 1 – Year Estimates

19.Housing unit type

The City's housing stock is comprised of 6,754 single-family homes, 8,328 renter units, and 51 mobile homes. The data in Table 22 suggests that more households are struggling to stay in a single-family



house as the numbers dropped in two years, and there was a rise in people occupying renter units and mobile homes. In addition, the vacancy rate went up from 0.8 to 1.9, and persons per household decreased from 4.05 to 3.82.

Table 22: Housing Characteristics		
	2020	2022
1-unit, SF detached	5,523	5,326
1-unit, SF attached	1,611	1,428
2 to 4 units	2,833	3,199
Five Plus units	4,944	5,129
Mobile home	47	51
Occupied units	14,621	14,712
Vacancy Rate	0.8	1.9
Persons per Household	4.05	3.82
Total housing units	14,977	15,133

Source: 2020 ACS 5 – Year Estimates, 2022 ACS 5 – Year Estimates

20. Condition of housing units

The construction year of a house or unit can provide valuable insight into the kinds of issues or sections that one should be looking out for. It is also a good predictor for the City when they'll get an influx of renovation or inspection requests. Owner-occupied units were mainly built in the City in 1939, and the construction of renter-occupied units peaked in 1940-1959 at about 30%. The data supports the claim that housing is becoming scarcer due to the limited number of new units.

Table 23: Year Unit Built						
Year Unit Built	Owner-Occupied		Renter-Occupied		Occupied	
	Number	%	Number	%	Number	%
2014 or later	0	0.0%	39	0.37%	39	0.3%
2010 to 2013	5	0.1%	37	0.35%	42	0.3%
2000 to 2009	7	0.2%	337	3.17%	344	2.4%
1980 to 1999	728	18.2%	2,235	21.05%	2963	20.3%
1960 to 1979	370	9.2%	2,296	21.62%	2,666	18.2%
1940 to 1959	1,251	31.3%	3,229	30.40%	4,480	30.6%
1939 or earlier	1640	41.0%	2447	23.04%	4087	28.0%
Total	4,001	100.0%	10,620	100.00%	14,621	100.0%

Source: 2020 ACS 5 – Year Estimates



The data for the County and State show that they are on a similar trend to the City with declining housing units. Most of the units built in the country were between 1940 and 1959. The state peaked in the following decades, 1960 to 1979, but both significantly decreased after 1999.

Table 24: Year Unit Built- County v. California				
Year Unit Built	County		California	
	Number	%	Number	%
2014 or later	59,345.00	1.51%	339,245	2.39%
2010 to 2013	45,617.00	1.16%	254,491	1.79%
2000 to 2009	187,719.00	4.78%	1,551,054	10.91%
1980 to 1999	1,016,041.00	25.87%	3,701,494	26.05%
1960 to 1979	1,016,041.00	25.87%	4,368,510	30.74%
1940 to 1959	1,080,793.00	27.52%	2,712,219	19.09%
1939 or earlier	521,527.00	13.28%	1,283,932	9.03%
Total	3,927,083	100.00%	14,210,945	100.00%

Source: 2020 ACS 5 – Year Estimates

21. Lead-based paint hazard

Although the ban on lead use inside homes was in 1978, lead continues to be found in homes today; therefore, Federal programs require that funded projects test if constructed before this change. Lead poisoning is dangerous for everyone but poses an even greater risk to children under six years of age. According to the Environmental Protection Agency, the older a home is, the more likely it contains lead-based paint. Homes constructed between 1960 and 1977 are 24% more likely, homes constructed between 1940 and 1959 are 69% more likely, and homes built before 1940 are 87% more likely.

Since most of Huntington Park's housing units were constructed before the new policy change, about 58% of the 14,621 occupied housing units are at the highest risk, a little more than 13.28% in the County, and a little more than 9.03% in the State.

22. Housing tenure- own versus rent and vacant units

A common type of housing tenure is the arrangement between a renter and owner, but it can exist in other forms. As mentioned, renters are more likely to face housing issues and unfair housing practices at higher rates for specific population groups. Approximately 26% of housing tenure in the City is owner-occupied, while about 73% is renter-occupied as of 2022.

Table 25: Household Tenure – Owner v. Renter	
Tenure	2022
Households	54,366
Owner-Occupied	14,490
Renter-Occupied	39,876



Source: 2022 ACS 5 – Year Estimates

Table 26: Housing Unit Tenure Comparison				
	2020		2022	
Tenure Type	# of Units	Percent	# of Units	Percent
Rental	10,620	70.91%	11,141	73.62%
Owner Occupied	4,001	26.71%	3,571	23.60%
Vacant	356	2.38%	421	2.78%
Total	14,977	100.00%	15,133	100.00%

Source: 2020 ACS 5 – Year Estimates, 2022 ACS 5 – Year Estimates

Table 27 below indicates trends related to the number of bedrooms for owners and renters. Both groups saw the highest number of individuals living in units with two or three bedrooms. While this was the largest category for owners, one-bedroom apartments fell at 39% for renters. The numbers for four or more bedrooms fall dramatically, potentially resulting from families' inability to afford more and leading to overcrowding.

Table 27: Unit Size by Tenure				
	Owners		Renters	
Unit Size	Number	%	Number	%
No bedroom	178	5.00%	1378	12.40%
1 bedroom	180	5.00%	4,375	39.30%
2 or 3 bedrooms	2,812	78.70%	4,983	44.70%
4 or more bedrooms	401	11.20%	405	3.60%
Total	3,571	99.90%	11,141	100.00%

Source: 2016 – 2020 ACS 5 – Year Estimates

23. Housing costs

The housing market fluctuates due to various factors, but finding a suitable affordable home becomes more difficult as costs rise yearly. Without affordable housing, the local economy suffers as people lack the stability to contribute. The tables in this section will summarize the costs in Huntington Park.

From 2022 to 2020, the median housing value, median gross rent, and median household income all increased between 16% and 19%. The City also saw the number of all home types sold in 2022 increase from 85 to 111 within two years. According to Zillow, rental housing prices for a two-three-bedroom unit ranges from 2,000 to 3,000. Table 33 shows that the number of affordable housing units under \$1,000 has decreased.



Table 28: Changes in Value, Rent, and Income			
	2020	2022	% Change
Median Housing Value	\$426,700	\$506,700	19%
Median Gross Rent	\$1,143	\$1,352	18%
Median Household Income	\$46,738	\$54,073	16%

Source: 2016 – 2020 ACS 5- Year Estimates, 2018 -2022 ACS 5 – Year Estimates

Table 29: Housing Sale Prices (2020 and 2022)					
City of Huntington Park	Units Sold in 2020	Median Sale Price Dec 2020	Units Sold in 2022	Median Sale Price Dec 2022	% Change
SF Homes	N/A	N/A	N/A	N/A	N/A
Condos/Towns	N/A	N/A	N/A	N/A	N/A
All Home Types	85	\$440,000	111	\$835,000	89.77%

Source: Sales, Multi List Sales Report, reported by Redfin

Table 30: Average Rental Housing Prices					
	Studio	1-Bedroom	2-Bedroom	3-Bedroom	4+Bedrooms
City	\$1,295	\$1,700	\$2,200	\$3,000	\$3,995
County	\$1,728	\$2,195	\$3,000	\$4,373	\$9,225
State	\$1,838	\$2,186	\$2,823	\$3,782	\$8,324

Sources: Zillow



Table 31: Housing Affordability				
Affordable Mortgage/Rent Amounts				
	1 Person	2 Persons	3 Persons	4 Persons
Extremely Low (0%-30%)				
Annual Income	\$26,500.00	\$30,300.00	\$34,100.00	\$37,850.00
Monthly Income	\$2,208.33	\$2,525.00	\$2,841.67	\$3,154.17
Affordable Purchase Price	\$76,017.00	\$85,106.00	\$96,000.00	\$105,187.00
Affordable Monthly Rent	\$662.50	\$757.50	\$852.50	\$946.25
Very Low (30%-50%)				
Annual Income	\$44,150.00	\$50,450.00	\$56,750.00	\$63,050.00
Monthly Income	\$3,679.17	\$4,204.17	\$4,729.17	\$5,254.17
Affordable Purchase Price	\$123,078.00	\$137,918.00	\$153,288.00	\$167,519.00
Affordable Monthly Rent	\$1,103.75	\$1,261.25	\$1,418.75	\$1,576.25
Low (50%-80%)				
Annual Income	\$70,650.00	\$80,750.00	\$90,850.00	\$100,900.00
Monthly Income	\$5,887.50	\$6,729.17	\$7,570.83	\$8,408.33
Affordable Purchase Price	\$189,334.00	\$211,367.00	\$241,037.00	\$270,560.00
Affordable Monthly Rent	\$1,766.25	\$2,018.75	\$2,271.25	\$2,522.50
Moderate (80%-120%)				
Annual Income	\$82,500.00	\$94,300.00	\$106,050.00	\$117,850.00
Monthly Income	\$6,875.00	\$7,858.33	\$8,837.50	\$9,820.83
Affordable Purchase Price	\$216,508.00	\$251,172.00	\$276,248.00	\$309,862.00
Affordable Monthly Rent	\$2,062.50	\$2,357.50	\$2,651.25	\$2,946.25

Source: 2023 HUD Income Limit

Note: *Affordable Purchase Price is based Annual Gross Income, approved credit score, 250 monthly debt payments, \$20,000 down payment, Debt-to-income Ratio 36%, Interest Rate 7%, Loan Term 360 months, Include Private mortgage insurance (PMI), Include taxes/insurance:

Huntington Park: Property tax 2.49%, Average City's Home Insurance 1,500/yr, Mortgage insurance varies based on loan amount/mo., HOA dues \$0/mo. Monthly Mortgage Payments not to exceed 30% of Monthly Income.

**Affordable Monthly Rent is calculated based on 30% of monthly income.



Table 32: Fair Market Rent		
	2020	2024
Efficiency	\$1,279	\$1,777
1 bedroom	\$1,517	\$2,006
2 bedroom	\$1,956	\$2,544
3 bedroom	\$2,614	\$3,263
4 bedroom	\$2,857	\$3,600

Source: 2024 HUD Fair Market Rent

Table 33: Affordable Rental Housing Units in Huntington Park				
Units	2020		2021*	
	#	%	#	%
Less than \$500	558	5.31%	462	4.47%
\$500-\$999	3,239	30.84%	2,532	24.51%
\$1,000 to \$1,999	6,291	59.90%	6,698	64.85%
\$2,000 or more	414	3.94%	637	6.17%
Total	10,502	100.00%	10,329	100.00%

Source: 2016 – 2020 ACS 5 – Year Estimates, 2021 ACS 5 – Year Estimates

24. Housing problems

Housing can heavily influence quality of life, so housing assessments are necessary to identify problems and set goals and priorities. Three common housing problems that will be explored below are overcrowding, cost burden, and substantial housing.

Cost Burden

The Federal government considers anyone spending over 30% of their income on rent and utilities to be experiencing cost burdensome. Those who spend over 50% of their income are experiencing severe cost burdensome. Spending more than the recommended amount can often lead to individuals struggling to make ends meet in other areas of their lives and from saving.

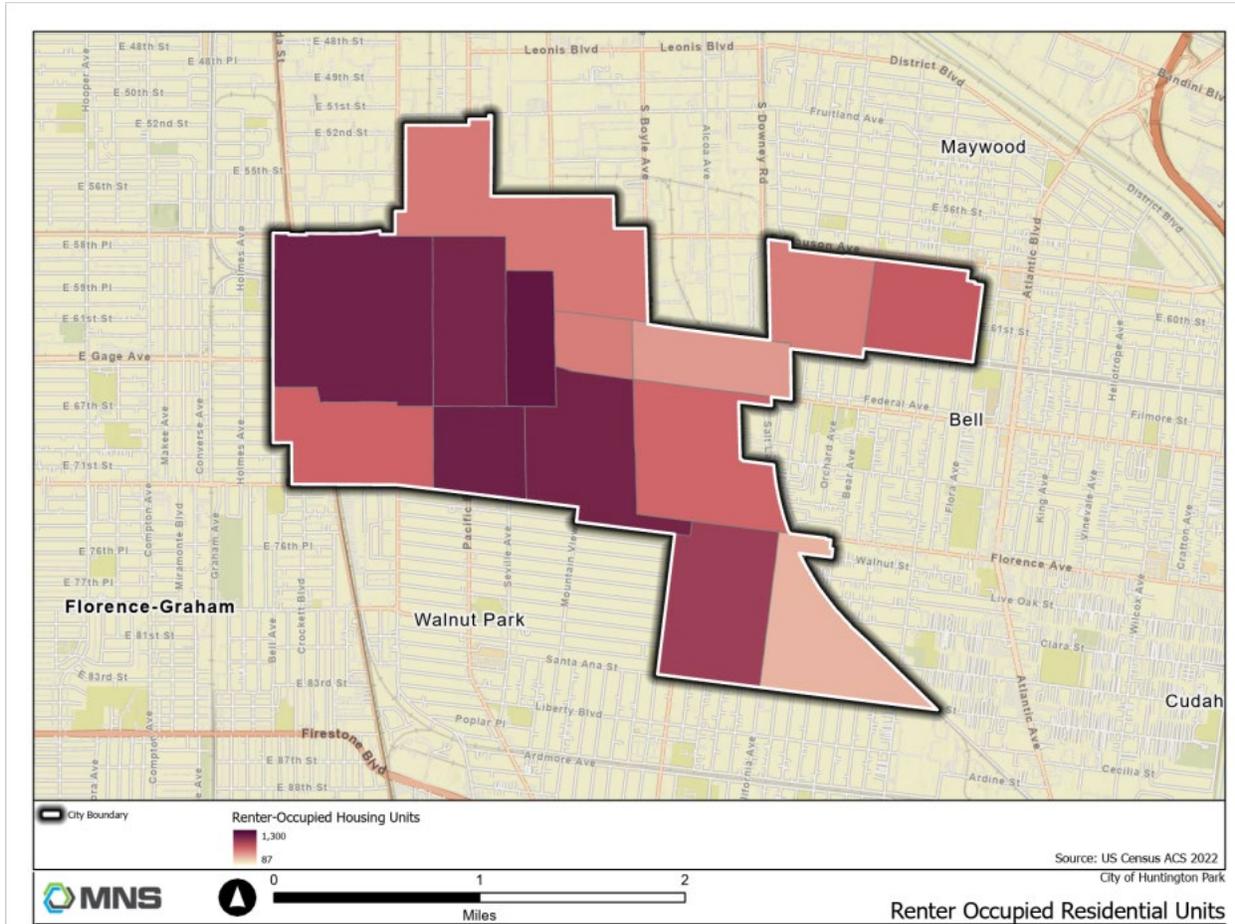


Figure 2: Renter Occupied Residential Units

Table 34 shows that renters experience housing cost burdens at slightly higher rates than owners. About 3,473 households suffer from severe cost burden, which is about the same as those suffering from burden, between 30 and 50%.

Table 34: Housing Cost Burden Overview					
Cost Burden Factor	Owner		Renter		Total
	#	%	#	%	
Total	4000	100.00%	10620	100.00%	14,620
Cost Burden >30% to <=50%	860	21.50%	2,885	27.17%	3,745
Cost Burden > 50%	655	16.38%	2,820	26.55%	3,475
Total Cost Burdened	1,515	37.88%	5,705	53.72%	7,220

Source: CHAS 2016 – 2020 Table 8, <https://www.huduser.gov/portal/datasets/cp.html>



Table 35: Income by Cost Burden (Owners and Renters Combined)					
	Cost Burden > 30 - 50%		Cost Burden > 50%		Total
	#	%	#	%	
Extremely Low Income (0% - 30%)	1,125	7.69%	3,015	20.62%	4,140
Very Low Income (30%-50%)	1,820	12.45%	380	2.60%	2,200
Low Income (50%-80%)	730	4.99%	70	0.48%	800

Source: CHAS 2016 – 2020 Table 8, <https://www.huduser.gov/portal/datasets/cp.html>

Table 36: Income by Cost Burden - OWNERS CHAS 2016-2020					
	Cost Burden > 30 - 50%		Cost Burden > 50%		Total
	#	%	#	%	
Extremely Low Income (0% - 30%)	95	2.38%	370	9.25%	465
Very Low Income (30%-50%)	105	2.63%	205	5.13%	310
Low Income (50%-80%)	505	12.63%	70	1.75%	575

Source: CHAS 2016 – 2020 Table 8, <https://www.huduser.gov/portal/datasets/cp.html>

Table 37: Income by Cost Burden - RENTERS CHAS 2016-2020					
	Cost Burden > 30%		Cost Burden > 50%		Total
	#	%	#	%	
Extremely Low Income (0% - 30%)	1,030	9.70%	1,645	15.49%	2,675
Very Low Income (30%-50%)	1,615	15.21%	175	1.65%	1,790
Low Income (50%-80%)	225	2.12%	0	0.00%	225

Source: CHAS 2016 – 2020 Table 8, <https://www.huduser.gov/portal/datasets/cp.html>

Overcrowding

Overcrowding is defined as having more than 1.01 to 1.5 persons per room, excluding bathrooms, porches, foyers, halls, or half-rooms from the analysis. Households exceeding 1.5 persons per room are considered severely overcrowded.

The rates below indicate that overcrowding is more likely to be experienced if one is a renter. Renters-occupied units experienced this at 40%, whereas owners at 16%.



Table 38: Overcrowding		
	Household Tenure	
	Owner-Occupied	Renter-Occupied
Occupied Units	4,001	10,620
Overcrowded (1.01-1.5 occupants per room)	544	2,330
Severely Overcrowded (1.51 or more occupants per room)	104	1,965
Percent Overcrowded	16.20%	40.44%

Source: 2020 ACS 5 – Year Estimates

Substandard Housing

Two types of substandard housing exist:

1. Households without hot and cold piped water, a flush toilet and a bathtub or shower
2. Households with kitchen facilities that lack a sink with piped water, a range or stove, or a refrigerator.

The table below indicates that renters experienced more substandard housing than homeowners by a 60% difference. When combined, renters and owners, the largest category experiencing at least one of four housing problems are those between 0-30% Area Median Income (AMI). When seen individually, renters' largest category experiencing suburban housing was also 0-30%, while owners saw their largest category as 50-80% AMI.

Table 39: Housing Problems Overview	
Household Type	<i>Substandard Housing: at least 1 of 4 Housing Problems</i>
Total Renter Households	
0-30% AMI	3,750
30-50% AMI	2,355
50-80% AMI	1,350
80-100% AMI	250
> 100% AMI	195
Total Renter Households	7,900
Owner Households	
0-30% AMI	475
30-50% AMI	440
50-80% AMI	695
80-100% AMI	205
> 100% AMI	190



Total Owner Households	2,005
Renter and Owner Households	
0-30% AMI	4,225
30-50% AMI	2,795
50-80% AMI	2,045
80-100% AMI	455
> 100% AMI	385
Total Renter and Owner Households	9,905

Source: CHAS 2006-2016 Table 1

Note: Housing problems include lack of kitchen or plumbing, more than 1 person per room, or cost burden greater than 30%.

25. Public housing & housing vouchers

Table 40: Housing Choice Vouchers	
	Housing Choice Vouchers
Total Housing Vouchers	4849
Number of Families on Waiting List	21
Income Levels	
Extremely Low Income (0-30% AMI)	473
Very Low Income (31-50% AMI)	32
Low Income (51-80% AMI)	12
Families with Children	124
Elderly Families	295
Families with Disabilities	312
Veterans	6
Race:	
White	406
Black	93
Asian	4
American Indian/Native Hawaiian	13
Unknown/Multiple	1
Hispanic	378
Non-Hispanic	139

Source: Housing Assistance Division Los Angeles County Development Authority

Assisted Housing



Table 41: Assisted Rental Housing Projects					
Project	Address	Total Units	Program	Earliest Conversion Date	Latest Conversion Date
Not At-Risk					
Middleton Place	6614 Middleton St	20	LIHTC & HOME	1/1/2073	1/1/2073
6822 Malabar St	6822 Malabar St	10	HOME	7/1/2063	7/1/2063
Casa Rita	6508 Rita Ave	103	LIHTC	1/1/2035	1/1/2035
Casa Bonita Senior Apartments	6512 Rugby Ave	80	HOME	1/1/2033	1/1/2033
Huntington Plaza Apartments	6330 Rugby Ave	182	LIHTC & HOME	4/1/2068	4/1/2068
6308 Bissell St	6308 Bissell St	7	HOME	4/1/2062	4/1/2062
6340 Bissell Street Apartments Project	6340 Bissell St	4	HOME	4/1/2061	4/1/2061
Acquisition/ Rehab 6342-6344 Bissell St	6342 Bissell St	4	HOME	4/1/2062	4/1/2062
Concord Huntington Park	6900 Seville Ave	162	LIHTC, HUD, and Section 8	1/1/2029	1/1/2029
Tiki Apartments	7306 Santa Fe Ave	36	LIHTC	1/1/2071	1/1/2071
Mosaic Gardens at Huntington Park	6337 Middleton St	24	LIHTC, HOME, and Project Based	1/1/2068	1/1/2068
Total All Units		632			

Source: National Housing Preservation Database (NHPD)

26. Access to opportunities

Several factors can potentially influence someone's housing choices outside of the physical condition and price; the location also plays a large role. The proximity to other essential life necessities can determine whether people are likely to purchase a home, making accessible transportation a necessity for some people.

Public Transit

The City offers several transportation options, including the dial-a-ride service, HP Express, and the metro. The dial-a-ride is a 24-hour taxicab curb-to-curb service for residents 65 years of age and older or disabled enrolled in the program. The Express is a local bus option offered to persons 62 and older, persons with a disabled ID issued by a government agency, Medicare cardholders with an ID, and children four years of



age or younger when accompanied by a fare-paying adult or senior passenger. The metro consists of several bus and rail routes all over Los Angeles County, with different price options based on a regular rider, seniors, students, and low-income households.

27.MAJOR EMPLOYERS

The top employers in the City are Huntington Park High & Adult School, Community Hospital of Huntington Park, Food 4 Less, Home Depot, A-Joffe Furniture Mfr. These employers span a range of sectors such as education, healthcare, retail, and manufacturing, providing essential services to the local community. Huntington Park High & Adult School offers educational opportunities, while the hospital provides healthcare services. Food 4 Less and Home Depot contribute to the retail sector by offering affordable products, and A-Joffe Furniture supports manufacturing jobs. Together, these employers are key drivers of local employment and economic stability in the city.

Huntington Park's three leading industries by number of employees are manufacturing (17.85%), educational services, health care and social assistance (13.50%), and retail trade (12.98%).

Table 42: Top Employers			
No	Employers	Number of Employees	Industry
1	Huntington Park High & Adult School	400	Education
2	Community Hospital of Huntington Park	350	Medical
3	Food 4 Less	321	Supermarket
4	Home Depot	300	Home Center
5	A-Joffe Furniture Mfr	249	Furniture Manufacturing
6	Saroyan Lumbar Co Inc	200	Construction
7	Gage Middle School	150	Education
8	Chester W. Nimitz Middle School	150	Education
9	El Super Store	125	Supermarket
10	Pacific Boulevard School	120	Education

Source: City of Huntington Park



Table 43: Workforce by Industry			
	# of Total Industry	% Share	Median earnings
Agriculture, forestry, fishing and hunting, and mining	133	0.51%	\$17,721
Construction	1,866	7.13%	\$26,826
Manufacturing	4,669	17.85%	\$26,702
Wholesale trade	2,187	8.36%	\$27,194
Retail trade	3,395	12.98%	\$21,858
Transportation and warehousing, and utilities	2,418	9.25%	\$32,651
Information	263	1.01%	\$42,604
Finance and insurance, and real estate and rental and leasing	748	2.86%	\$38,050
Professional, scientific, and management, and administrative and waste management services	2,190	8.37%	\$26,494
Educational services, and health care and social assistance	3,530	13.50%	\$26,226
Arts, entertainment, and recreation, and accommodation and food services	2,655	10.15%	\$16,170
Other services, except public administration	1,342	5.13%	\$23,006
Public administration	757	2.89%	\$32,721
Total	26,153	100.00%	

Source: 2016 – 2020 ACS 5 – Year Estimates



Table 44: Unemployment	
Race	Percent
White	7.60%
Black	3.10%
American Indian or Alaska Native	10.60%
Asian	11.10%
Native Hawaiian or Other Pacific Islander	0%
Some other race	11.70%
2 or more races	25.10%
Hispanic	10.30%
White alone, not Hispanic or Latino	8.40%

Source: 2016 – 2020 ACS 5 – Year Estimates

28. Public schools

According to Huntington Park website, there are nine schools in the City, eight of which are considered Title 1 schools. The only school that is not considered Title 1 is the Southeast Rio Vista YMCA Preschool.

Created in 1965 under the Elementary and Secondary Education Act, Title 1 is a federal assistance program designed to help students who identify as low-income, and the school must have at least 40% of the students fall under this status. Schools can choose between implementing a Targeted Assistance School Program or a Schoolwide Program, and funds can go towards new staff, student counseling, supplies, equipment, parental participation, and summer programs.



CHAPTER 4: PUBLIC POLICIES

An assessment of public policies and practices enacted by the City, as well as Federal and State legislation, can help determine potential impediments to fair housing opportunity. Such policies include zoning ordinances, building codes, land use laws, tax policies, growth limits, fees, and other residential investment policies. Implementing changes to the local zoning and land use regulations can help foster equal opportunities for fair housing, including access to affordable housing.

The City's General Plan serves as a blueprint for long-term community development goals and procedures. Two of the eight required elements – the Housing Element and Land Use Element, have a direct impact on housing choice in the local market. Much of the information in this section is taken from the City of Huntington's Park current Zoning Ordinance, as well as the Land Use Element and Housing Element from the 2021-2029 General Plan.

1. The Housing Element

Since 1969, California has required all local government entities to adequately meet the housing needs of all their residents. This is done through the drafting and adoption of a General Plan, which serves as a blueprint for the city or county's development and growth. This is mandated by California law through the State Department of Housing and Community Development (HCD). A General Plan includes eight elements: land use, transportation, conservation, noise, open space, safety, environmental justice, and housing. The housing element is also required by the State of California's Housing Element Law. The purpose of the housing element is to assess housing needs at all income levels and to establish policies that meet those needs.

Projected future housing needs in Huntington Park are based upon the Regional Housing Needs Allocation (RHNA) that are adopted by the Southern California Association of Governments (SCAG). The City's 6th cycle Housing Element was revised and adopted in October of 2023 and assesses housing needs for 2021 through 2029.

2. Land use policies and practices

The Land Use Element, another one of the eight elements within the General Plan, identifies and designates the location, distribution, and extent of future land use within the City. This section of the General Plan establishes a range of residential land use densities and categories, while suggesting appropriate housing types.

Residential Density

With a population density of 20,450 persons per square mile, Huntington Park is one of the highest density cities within the state of California. The highest allowable density permitted in the City's three residential areas is 20 dwelling units per acre (20 du/ac). According to the most recent Housing Element, the City plans to update its density bonus ordinance to provide greater incentives for projects that provide units for extremely low-income households. This incentive encourages the development of more affordable housing in the City.

Parking



Along with a high population density, Huntington Park also has a high density of automobiles within the City's three-square mile jurisdiction. The California Department of Motor Vehicles identified in 2020 approximately three cars per household in the City. With predominately large family households, the current standard is two spaces per unit. However, there is increased costs associated with parking development, and affordable housing developments have lower rates of automobile ownership, therefore the City allows reduced parking for developments with affordable housing components.

3. Zoning for housing

The City's Zoning Ordinance is the primary source for the implementation of the General Plan and Land Use Element. California State law found at Government Code Section 65583(a)(7) requires an analysis of housing needs for special needs populations. The Housing Element addresses updates to be made to the City's Zoning Ordinance to expand housing opportunities, including those for special needs populations.

Residential Care Facilities

Residential care facilities are private facilities that house seniors aged 60 and over who cannot, or choose not to, live independently. These facilities provide room, board, housekeeping, supervision, and personal care assistance. The Lanterman Developmental Disabilities Services Act (Sections 5115 and 5116 of the California Welfare and Institutions Code) specifies that if such a facility houses six or fewer individuals, then it is considered a residential use in terms of zoning.

The City's Zoning Ordinance establishes rules for residential care facilities under the definition of "group home". RCFs serving seven or more individuals require a Conditional Use Permit (CUP) approved by the Planning Commission, with no distinctions for licensed or unlicensed facilities, in Low-Density Residential (R-L), Medium-Density Residential (R-M), and High-Density (R-H) districts and Districts A, B, C, and D in the Downtown Specific Plan.

According to the California Department of Social Services, Community Care Licensing Division, the City of Huntington Park currently has two 24-hour residential care facilities for children, four adult residential facilities, and one Home Care facility. There is also the Huntington Park Nursing Center with 99 beds for convalescent patients. The City currently does not have any elderly care facilities, presenting a gap in local resources and creating potential impediments to fair housing for the senior population.

Emergency Shelters

The Huntington Park Zoning Code defines "emergency shelters" as follows:

"Emergency shelter" means a facility operated by a nonprofit organization providing temporary housing and minimal supportive services for homeless persons for a period of no more than six (6) months."

Emergency shelters of any size are conditionally permitted in the C-G (General-Commercial) zone. Emergency shelters with more than 30 beds are conditionally permitted in the MPD, subject to approval of a CUP, while shelters with 30 or less beds are permitted by right in the Industrial/Manufacturing Planned Development (MPD) zone. Property boundaries must be located more than 300 feet from any other shelter from the nearest point of any property. The City plans to amend the Zoning Code for standard revisions in regard to emergency shelters for further consistency with state law.

There are currently no emergency shelters located in Huntington Park, creating a lack of adequate resources to serve the City's homeless population. According to the City's 2021-2029 Housing Element,



assuming a limit of 30 beds per shelter, 10 emergency shelters would be needed to accommodate all unsheltered residents.

Transitional and Supportive Housing

State law requires local jurisdictions to address the provisions for transitional and supportive housing. Transitional housing is temporary housing for homeless individuals that acts as a bridge to supportive housing. According to (California Government Code Section 65582(j)), transitional housing is defined as:

“Buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance.”

On the other hand, (Government Code Section 65582(g)) defines supportive housing as:

“housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.”

“Target population” refers to persons, including persons with disabilities, and families who are “homeless,” as defined by Section 11302 of Title 42 of the United States Code, or “homeless youth,” as defined by Section 12957 of the Government Code.

Both transitional and supportive housing units are permitted in R-M and R-H zoning districts with a Development Permit, assuming they are configured as a multi-family residential use. If such housing units were configured as single-family use they would be permitted by right within the aforementioned zones. State law requires jurisdictions to treat transitional and supportive housing as a residential use subject only to those restrictions that apply to other residential uses of the same type in the same zone.

Single-Room Occupancy (SRO)

Single-room occupancy (SRO) units are small, one room units intended to be occupied by a single individual with private or shared bathroom and kitchen facilities. What differentiates an SRO from a studio unit is that SROs are not required to have a bathroom or kitchen within the unit itself. This type of housing is typically aimed to accommodate extremely low-income, disabled, or formerly homeless individuals.

Article 13 of the City’s Zoning Code addresses SRO provisions and establishes an SRO Overlay District permitting SROs up to 440 units/acre, up to 70 units/acre in the Pacific Paseo District, and 20 units/acre in the R-H District. Furthermore:

- SROs shall not be located within 250 feet of a parcel which has a school for children, adult bookstore or theater, bar or liquor store; and existing motels, hotels or apartments shall not be permitted to convert to SROs;
- SROs shall be located within one-quarter mile of a bus stop or transit station;
- The design of a SRO project shall coordinate with and complement the existing architectural style and standards of the surrounding land uses. If a design theme has been established in the proposed area, the theme should be reflected in the design and scale of the SRO project; and



- A permanent, continuously available temporary parking/loading area shall be provided adjacent to the main entrance

Employee Housing

According to The Employee Housing Act, part 1 of division 13 of the California Health and Safety Code (HSC), employee housing for six or less employees must be treated as a single-family structure in terms of zoning and therefore be allowed wherever single-family structures are allowed. Employee housing consisting of 12 or less units or 36 beds must be permitted as agricultural use.

According to the City of Huntington Park's 2021-2029 Housing Element, the City's Zoning Code currently does not define employee housing or contain provisions for it. The City plans to amend their Zoning Code to include this, as well as to allow employee housing in all residential zones. In addition, Huntington Park does not have permitted agricultural uses or agricultural zoning districts.

Reasonable Accommodation

The Federal Fair Housing Act as well as the California Fair Employment and Housing Act mandate cities and counties to provide reasonable accommodations when needed to provide equal housing opportunities to persons with disabilities. According to the Fair Housing Act, a reasonable accommodation is a modification, change, exception or adjustment that may be necessary for a disabled person to equally use and enjoy a home or public space.

Reasonable accommodations are intended to prevent barriers that a person with disabilities may face in the process of seeking out fair housing. In Section 9-3.1901 of the City of Huntington Park Municipal Code is the City's adopted "Reasonable Accommodation Ordinance", put in place to provide reasonable accommodations in procedures and regulations for individuals with disabilities. According to the City of Huntington Park's 2021-2029 Housing Element, the City's Community Development Director may approve the following changes:

1. *The request for reasonable accommodation must be used by an individual with a disability protected under fair housing laws*
2. *The requested accommodation is necessary to make housing available to an individual with a disability protected under fair housing laws*
3. *The requested accommodation would not impose an undue financial or administrative burden on the City*
4. *The requested accommodation would not require a fundamental alteration in the nature of the City's General Plan and Zoning Ordinance. Nevertheless, requirements for entitlements, such as permits, and the City's land use and zoning guidelines cannot be waived by a reasonable accommodation*

Permitting Process

The Community Development Director, Planning Commission, and City Council serve as the decision-making bodies in governing projects within the City of Huntington Park. City staff recommend that the first step in any proposal be a Preliminary Review, which allows the applicant to receive feedback before a formal submittal. Initial staff review may take around 30 to 45 days. Revised plans are then re-submitted and re-reviewed within two weeks.



The City's Development Permit process allows other departments to review and comment on projects. These may be approved with conditions or simply approved administratively.

"Approval of all Development Permits are subject to the following findings (Section 9-2.1007):

- 1. The proposed development is one permitted within the subject zoning district and complies with all of the applicable provisions of this Code, including prescribed development/site standards*
- 2. The proposed development is consistent with the General Plan*
- 3. The proposed development would be harmonious and compatible with existing and planned future developments within the zoning district and general area, as well as with the land uses presently on the subject property*
- 4. The approval of the Development Permit for the proposed project is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines*
- 5. The subject site is physically suitable for the type and density/intensity of use being proposed*
- 6. There are adequate provisions for public access, water, sanitation and public utilities and services to ensure that the proposed development would not be detrimental to public health, safety and general welfare*
- 7. The design, location, size and operating characteristics of the proposed development would not be detrimental to the public interest, health, safety, convenience or welfare of the City."*

Uses that may impact the surrounding environment in ways that cannot be determined prior to proposal require Conditional Use Permits (CUPs) and approval by the Planning Commission. Multifamily projects in residential zones require a Major Development Permit.

Different housing types require different permitting procedures, all within reasonable timeframes. For example, A complex commercial project involving site cleanup, demolition of three buildings, renovation of an existing building, and development of two new commercial buildings was approved by the City within three months.

According to the 2021-2029 Housing Element, the City of Huntington Park plans to hire more staff to conduct Plan Checks, as well as expedite the Minor Development Permit process by changing the application requirements. Furthermore, due to the City not meeting their allocated Above Moderate-Income Regional Housing Needs Allocation (RHNA) goal, they have been required to approve proposed developments with at least 10 percent affordable units with a ministerial permit.

4. Development incentives

The State Density Bonus Law mandates that the City provides up to three incentives or concessions to developers of affordable or senior housing. These incentives include adjustments to site development standards, modifications to zoning codes or architectural design requirements, such as reducing setback requirements or minimum square footage, as well as approved for mixed-use zoning and other regulatory benefits that lead to significant cost reductions.

In 2010, Huntington Park adopted a Density Bonus Ordinance offering incentives for housing production for very low-, low-, and moderate-income and senior housing. According to Title 9 Zoning, Chapter 3, Article 22, projects with at least 10% of units for lower and moderate-income households and at least 5%



for very low-income households receive one incentive. Projects with 20% for lower and moderate income and 10% for very low-income households receive two incentives. Those with at least 30% for lower and moderate income and 15% for low-income households are eligible for three incentives.

5. Regional housing needs allocation (RHNA)

Every eight years, the Regional Housing Needs Allocation (RHNA) process determines the fair share of new housing units to plan for, which remains a pressing need in the City of Huntington Park. According to the Housing Element and General Plan Update, the City is carrying over a deficit of 895 dwelling units from the previous cycle (2014-2021) of the RHNA, which has increased to 2,500. Huntington Parks proposed project sites can support 2,668 units. The City's share of RHNA must meet the needs of extremely low-income households, which is 132 units, significantly lower than the over 14,000 extremely low-income households currently residing in Huntington Park.



CHAPTER 5: LENDING PRACTICES

Lending practices play a significant role in determining access to fair housing choice. It is crucial that money lending from financial service organizations—such as credit unions, banks, credit card companies, and insurance firms—is fair and equal. Ensuring equal access to information about financial services is also important.

Unfortunately, gaps in financial services can expose residents to predatory lending practices. Limited access to quality banking and financial services may harm an individual's credit and overall homeownership sustainability. While this chapter reviews lending practices, it is important to note that jurisdictional control over lending is restricted by federal laws and regulations.

1. Laws governing lending

Community Reinvestment Act (CRA)

The Community Reinvestment Act (CRA) was enacted by Congress in 1977 to address systemic inequalities in access to credit, particularly for low- and moderate- income (LMI) communities. In accordance with the CRA, banks are supervised by one of three regulators: the Federal Reserve Board (FRB), the Federal Deposit Insurance Corporation (FDIC), or the Office of the Comptroller of the Currency (OCC) in order to ensure that they are meeting the credit needs of the communities in which they operate. Each of these regulators has their own dedicated CRA site in which they share the CRA ratings of the banks they oversee. The Federal Reserve supervises state-chartered banks that have been accepted to be part of the Federal Reserve System to evaluate CRA compliance. The level of compliance, along with other supervisory information, is considered when analyzing applications for mergers, acquisitions, and branch openings. The Federal Reserve also shares community development techniques with bankers and the public.

Home Mortgage Disclosure Act (HMDA)

The Home Mortgage Disclosure Act (HMDA) was enacted in 1975 in response to the public's concern about potentially discriminatory lending practices. In accordance with the HMDA, certain financial institutions are required to share their mortgage lending activity with the public. Data is modified to protect lender and borrower privacy. This act is implemented by Regulation C, which is enforced by the Consumer Financial Protection Bureau (CFPB). The goal of the HMDA is to provide transparency and help identify potential discriminatory lending practices, ensuring fair access to housing and credit for all consumers

Equal Credit Opportunity Act (ECOA)

The Equal Credit Opportunity Act (ECOA) is regulated by the Consumer Financial Protection Bureau's (CFPB) Regulation B and prohibits discrimination in any aspect of a credit transaction based on:

- Race or color
- Religion
- National origin
- Sex
- Marital status
- Age (provided the applicant has the capacity to contract)



- The applicant's receipt of income derived from any public assistance program, or
- The applicant's exercise, in good faith, of any right under the Consumer Credit Protection Act

The ECOA was enacted in 1974 and applies to all creditors. It also limits what questions creditors can ask applicants such as if they plan to have children or the financial obligations of any existing children. Creditors who are found guilty of discrimination may be held liable for money and punitive damages.

The CFPB ensures that lenders follow the parameters of Regulation B when obtaining and processing credit information and provides guidelines for notifications and record retention. This helps to promote fairness and transparency in the credit market.

2. Types of loans

There are several types of loans that homeowners can pursue when deciding to purchase a home. Each has its own requirements and benefits, so it's important that borrowers take into consideration their financial situation and long-term housing needs when deciding which type of loan to take.

3. Government backed loans

Government backed loans are loans that are insured or guaranteed by a government agency, which makes them less risky for lenders and can offer more favorable terms for borrowers. There are different types of government backed loans which are discussed below.

Federal Housing Administration

The Federal Housing Administration (FHA), part of HUD, insures loans designed for low-to moderate-income borrowers. These loans require a smaller down payment, have lower closing costs, and are more lenient on credit scores.

Veterans Administration (VA) Home Loans

VA home loans are available to assist active service members, veterans, and surviving spouses to purchase or refinance a home. These loans are issued by private lenders and backed by the U.S. Department of Veterans Affairs. There are different types of VA home loans including Native American Direct Loans available to Native American veterans or non-Native American veterans who are married to a Native American. These loans have better terms than those from private lenders and are borrowed directly from the VA. On the other hand, VA-backed loans such as purchase loans, interest rate reduction refinance loans and cash-out refinance loans are loans from private lenders that are partially guaranteed by the VA, meaning there is less risk for the lender and therefore better terms for the homeowner. Approximately 90% of VA-backed loans do not require a down payment. These options make buying a home more affordable for veterans and their families.

U.S Department of Agriculture (USDA) Loans

USDA loans, backed by the U.S. Department of Agriculture, are designed to help low- to moderate-income borrowers purchase homes in eligible rural areas. Some benefits of these loans are as follows:

- Zero down payment
- Lower interest rates
- Flexible credit score requirements
- No private mortgage insurance (PMI) requirement



There are two types of USDA loans: direct and guaranteed. Direct loans are aimed at low- and very-low-income applicants in eligible rural areas and are borrowed directly from the USDA, not from a private lender. Guaranteed loans are referred to as such because the USDA guarantees to reimburse up to 90 percent of the loan to the lenders in the event the borrower was to default on their mortgage. They provide 30-year fixed-rate loans to borrowers in eligible locations.

4. Conventional loans

Conventional loans are the most common type of home loans and are not sponsored by the government, but rather available through a private lender. These loans typically cost less than an FHA loan but can be more difficult to get.

There are two types of conventional loans:

Conforming Loans

These mortgages meet guidelines set by Fannie Mae and Freddie Mac, the two companies that guarantee most of the mortgages in the U.S. Following the financial crisis in 2008, the government took over operations of both companies. Fannie Mae and Freddie Mac are also known as the government sponsored enterprises (GSEs). Loan guarantees from the GSEs reduce risk for lenders and investors, thereby making loans more affordable and contributing to the availability of the 30-year fixed-rate mortgage.

Non-Conforming Loans

Non-conforming loans do not conform to GSE guidelines and usually have higher interest rates compared to conforming loans. Since Fannie Mae and Freddie Mac set a loan amount limit, many non-conforming loans are jumbo loans that exceed this limit. Other types of non-conforming loans may be better options for borrowers with poor credit or loans for properties with non-standard features.

5. Lending findings

In analyzing HMDA data obtained from the FFIEC for the year of 2022, we can see in the table below that the majority of borrowers in the City, approximately 81%, applied for a conventional loan, mimicking nationwide lending patterns.

Loan Type		
Loan Type	Number of Applicants	% of Applicants
Conventional	584	80.89%
FHA	127	17.59%
VA	11	1.52%
FSA/RHS	0	0.00%
Total	722	100%

Source: 2022 FFIEC Home Mortgage Disclosure Act

Refinancing

Refinancing a mortgage is the process of replacing a home loan with a new one, typically to achieve better terms or reduce monthly payments. Cash out refinancing allows homeowners to borrow against their home equity. A new mortgage is taken out for a larger amount than the previous loan and the borrower



receives the difference in cash which can then be used for home improvements, debt consolidation, or other expenses. In 2022 approximately 52% of loans applied for in the City of Huntington Park were for refinancing purposes. About 64% of those were specifically for cash out refinancing. The high number of applicants applying for refinancing shows that homeowners

Home Improvement

Home improvement loans are typically short-term loans that are used to finance the remodeling or repair of a private residence. In 2022, 69 of the 722 loans that homeowners applied to were for home improvement purposes.

Purpose of Loan Applied For		
Purpose	Number of Applicants	% of Applicants
Purchase	234	32.41%
Home Improvement	69	9.56%
Refinance	135	18.70%
Other	43	5.96%
NA	3	0.42%
Cash out Refinancing	238	32.96%
Total	722	100.00%

Source: 2022 FFIEC Home Mortgage Disclosure Act

Action by Lender		
Action	Number of Applicants	% of Applicants
Loan originated	310	42.94%
Application approved but not accepted	20	2.77%
Application denied	130	18.01%
Application withdrawn by applicant	106	14.68%
File closed for incompleteness	54	7.48%
Purchased loan	102	14.13%
Preapproval request denied	0	0.00%
Preapproval request approved but not accepted	0	0.00%
Total	722	100.00%

Source: 2022 FFIEC Home Mortgage Disclosure Act

6. Demographics of loan applicants

As shown in the table below, the majority of loan applicants in the City of Huntington Park were White. In fact, around 95% of all loan applicants self-identified as White or did not self-identify with any race, leading to some ambiguity in the data. Nevertheless, White residents applied for loans more than any other race. While this may be expected as most residents in Huntington Park identify as White, over ten percent of the population identifies as Black and yet made up less than one percent of loan applicants.



Racial Demographics of Loan Applicants		
Race	Number of Applicants	% of Applicants
White	386	53.46%
Black	6	0.83%
Asian	15	2.08%
Native American	8	1.11%
Hawaiian	3	0.42%
Multi Race	2	0.28%
NA	301	41.69%
Invalid	1	0.14%
Total	722	

Source: 2022 FFIEC Home Mortgage Disclosure Act

7. Income of loan applicants

As shown in the table below, most loan applicants in 2022 were at the low- or moderate-income level which indicates that access to fair credit opportunities exist in the City. However, this data does not reflect the number of applicants by income that were approved or denied for loans. Income is a key factor in determining if applicants get approved, and the most at risk of denial are lower-income borrowers.

Applicants by Income Level		
Income Level	Number of Applications	% Applications
Low	215	29.78%
Moderate	195	27.01%
Middle	78	10.80%
Upper	93	12.88%
Unk/NA	141	19.53%
Total	722	100.00%

Lenders with Highest Denial to Approval Rates						
Rank	Lenders	Applications	Loan originated	Application Denied	Denial to approval	Denial to Total
1	JPMorgan Chase Bank, National Association	22	1	14	1400%	64%
2	Bank of America, National Association	58	10	32	320%	55%
3	U.S. Bank National Association	18	3	7	233%	39%



4	Wells Fargo Bank, National Association	16	1	6	600%	38%
5	OCMBC, INC	26	18	8	44%	31%
6	Rocket Mortgage, LLC	23	14	5	36%	22%
7	NEWREZ LLC	16	3	3	100%	19%
8	AMWEST FUNDING CORP	12	3	2	67%	17%
9	UNITED SHORE FINANCIAL SERVICES, LLC	62	40	6	15%	10%
10	AmeriHome Mortgage Company, LLC	16	1	0	0%	0%

Source: 2022 FFIEC Home Mortgage Disclosure Act



CHAPTER 6: FAIR HOUSING PROFILE

This section discusses the institutional structure of the housing industry in Huntington Park regarding fair housing practices. Fair housing services will also be discussed. The City can promote fair housing in the private and public sector by providing education and outreach, including the dissemination of fair housing information.

1. Homeownership-private sector practices

Fair housing practices in the private sector are essential to guaranteeing equal housing opportunities for all home buyers regardless of their protected characteristics. The Fair Housing Act, enforced by the U.S. Department of Housing and Urban Development (HUD), prohibits discrimination in the sale, rental, and financing of housing based on race, color, national origin, religion, sex, familial status, or disability. This means that private sector entities, such as real estate agents, landlords, and mortgage lenders, must adhere to these regulations to ensure fair treatment for all potential homeowners. This section explores the City’s efforts to assess and evaluate private sector practices related to fair housing choice within the jurisdiction, including examining the policies and practices of real estate agents and property managers.

Home Purchase Process

Potential buyers must go through a process of steps when purchasing a home, including:

- Working with a real estate agent
- Searching through advertisements
- Getting approved for a loan

The homebuying process typically begins with searching through real estate advertisements. Advertisements for homes can be found within magazines, newspapers, and online websites. Advertisements cannot include any discriminatory language or references such as describing characteristics of what an ideal buyer would be and should refrain from mentioning proximity to any religious institutions. Instead, advertisers should focus on describing the amenities and characteristics of the home they are trying to sell.

Using Trulia, 32 home listings were screened for potentially discriminatory language; of those 32, zero contained potentially discriminatory language.

Table 44: Potentially Discriminatory Language in Listings of For-Sale Homes		
Discrimination Type	Number of Listings Potentially Discriminatory Language*	Potentially Discriminatory Language
No Discriminatory	32	
Language	0	
Income Related	0	
Household Size/ Family Related	0	

Source: Trulia 32, accessed June 29, 2024



2. Home loans

Purchasing a home involves securing a suitable mortgage loan. The different types of loans and their benefits were discussed in the previous section, Lending Practices. Navigating these options is crucial for prospective homeowners to find the best fit for their financial situation.

3. Real estate agents

Real Estate Agents can discriminate in ways such as providing different terms, conditions, or information related to the sale or rental of a dwelling to individuals with protected characteristics or steering individuals with protected characteristics to a particular neighborhood or area at the exclusion of other areas.

4. Rental housing process

When searching for a home to rent, the process is somewhat similar to a home purchase but does not require the same amount of cash upfront. Renting a housing unit can involve the following steps:

- Searching through advertisements
- Viewing rental units
- Credit checks
- Security deposits

5. Advertisement for rental units

Similarly to the home buying process, renting begins with searching through advertisements commonly found in newspapers and online websites. According to the Fair Housing Act, it is unlawful to make, print, or publish a listing sale or rental of a dwelling that indicates preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or an intention of doing so.

When screening rental listings on Trulia, of the 34 listings, 19 found discriminatory language mainly related to disability, with 15 containing no discriminatory language. 13 of the 34 listings also contained potentially discriminatory language that was income-related such as requiring a credit and rental history check, three times the amount of rent in gross income, and no bankruptcies in the last three years.

Generally, renters are more at risk of housing discrimination than homeowners. This not only exacerbates the barriers to fair housing choice but makes it even more difficult for renters to eventually purchase a home.



Table 45: Potentially Discriminatory Language in Rental Listings		
Discrimination Type	Number of Listings	Potentially Discriminatory Language
No Discriminatory Language	15	
Income Related	13	Satisfactory credit and rental history, subjecting applicants to credit, criminal, and rental history checks, no bankruptcies allowed in the past 3 years, and requiring 3 times the rent in gross income.
Disability Related	19	
Household Size/ Family Related	0	

Source: Trulia 34, accessed June 29, 2024

6. Fair housing complaints and enforcement

Patterns of complaints and enforcement are useful to assess the nature and level of potentially unfair or discriminatory housing practices in the private sector. Several public and private agencies may receive complaints about unfair housing practices or housing discrimination.

i. Office of Fair Housing and Equal Opportunity (FHEO)

At the federal level, the Office of Fair Housing and Equal Opportunity (FHEO) of the Department of Housing and Urban Development (HUD) receives complaints of housing discrimination. FHEO will attempt to resolve matters informally. However, FHEO may act on those complaints if they represent a violation of federal law and FHEO finds that there is “reasonable cause” to pursue administrative action in federal court.

ii. California Civil Rights Department (CRD)

At the state level, the California Civil Rights Department (CRD) has a role similar to that of FHEO. CRD also receives, investigates, and attempts to settle, and it can take administrative action to prosecute violations of the law. HUD and CRD have overlap in jurisdiction and, depending on the nature of the case, may refer cases to one another. CRD is a HUD Fair Housing Assistance Program (FHAP) grantee, meaning that it receives funding from HUD to enforce federal fair housing law in the state.

iii. Housing Rights Center

The City contracts with the Housing Rights Center (formerly the Westside Fair Housing Council), a nonprofit organization, to help educate the public about fair housing laws and to investigate reported cases of housing discrimination. The Housing Rights Center is a long-established organization dedicated to promoting fair housing for all people.



iv. *Fair Housing Foundation*

The Fair Housing Foundation is a social services organization dedicated to eliminating housing discrimination and promoting equal access to housing choices for all. The organization is located in Long Beach but provides services to areas throughout Los Angeles and Orange County including the City of Huntington Park. One of the many services that the Fair Housing Foundation provides is information and assistance in filing housing discrimination complaints.

CHAPTER 7: FIVE YEAR PROGRESS

Table 46: Fair Housing Progress Since 2014		
No.	Actions	Progress
Goal 1: Education and Outreach Activities		
1.1	In partnership with the FHF, continue multi-faceted fair housing outreach to Huntington Park residents, real estate professionals, apartment owners/managers, bankers and advocacy groups. Distribute multi-lingual fair housing literature to every household in the City through utility bill inserts, the City’s quarterly newsletter, or other innovative ways to reach the public.	2021-2029 Housing Element: The City prepared multi-lingual informational documents to post online, in general public information areas, and around City Hall regarding the First-Time Homebuyers program and the Mortgage Assistance Program.
1.2	Coordinate FHF presentations in Huntington Park with the Community Development Department and the City’s Neighborhood Improvement Coordinator to maximize the effectiveness and attendance at these meetings	Huntington Park free Fair Housing Workshop in coordination with the Fair Housing Foundation (FHF) on April 22, 2024, virtual workshop on November 7, 2023.
1.3	Continue FHF’s focused outreach and education to small property owners/landlords on fair housing, and familial status and reasonable accommodation issues in particular. Conduct property manager trainings within Huntington Park on a regular basis, targeting managers of smaller properties and Section 8 landlords.	2022 CAPER: The City contracts with the Fair Housing Foundation (FHF) to provide outreach to tenants and landlords. Their services include tenant and landlord workshops, virtual counseling, walk-in clinics (pre-COVID-19), outreach and education.



1.4	<p>Coordinate with the Rancho Southeast Association of Realtors (RSAR) on fair housing education and outreach to the local real estate community. Direct local realtors to RSAR's monthly courses aimed at assisting realtors in better serving the minority community.</p>	<p>2015 CAPER: Coordinated with the Rancho Southeast Association of Realtors and the FHF in conducting outreach to the local real estate community on predatory mortgage lending practices, loan modification scams, and the rights of tenants in foreclosed properties</p> <p>2015 CAPER: Coordinated with the Rancho Southeast Association of Realtors and the FHF in conducting outreach to the local real estate community on predatory mortgage lending practices, loan modification scams, and the rights of tenants in foreclosed properties</p>
1.5	<p>Continue open representation on Huntington Park's Commissions which address housing and related community development issues for residents to voice their concerns. These bodies include: Planning Commission; Parks and Recreation Commission; Health and Education Commission; Arts and Culture Commission; Youth Commission; and Historic Preservation Commission</p>	<p>The City of Huntington Park has various commissions with open representation that exist to address the needs of the community. This includes the Planning Commission, the Civil Service Commission, the Health & Education Commission, the Historic Preservation Commission, Parks and Recreation Commission, and the Youth Commission.</p>
Goal 2: Enforcement Activities		
2.1	<p>Continue to provide investigation and response to allegations of illegal housing discrimination through the FHF. For cases that can not be conciliated, refer to the Department of Fair Housing and Employment (DFEH), U.S Department of Housing and Urban Development (HUD), small claims court, or to a private attorney, as warranted</p>	<p>2021 – 2029 Housing Element: The City refers discrimination complaints to the Fair Housing Foundation (FHF) to conduct outreach related to fair housing. According to the data, around 20 percent of complaints received are resolved by FHF by the time the report is sent out. The City will continue to refer equal housing-related complaints to the Fair Housing Foundation, which acts as an independent third party to receive and address discrimination complaints. The City plans to continue making available literature on the Program at the Huntington Park City Hall, Chamber of Commerce, Library, City of</p>



		Huntington Park website, and other community areas. Further marketing of the services available from Fair Housing will occur through informational pieces in the City-wide newsletter and information provided on the City’s official website. Any cases that cannot be conciliated by the FHF are referred to the DFEH, HUD, small claims court, or a private attorney.
2.2	On an annual basis and in coordination with the FHF, review discrimination complaints to assess Huntington Park trends and patterns over time, and tailor fair housing education and outreach accordingly.	<p>2021 – 2029 Housing Element: The City reviews data from the Fair Housing Subrecipient Quarterly Performance Reports, HUD Fair Housing Enforcement Office (FHEO) data, and other sources to assess discrimination complaint trends in the City and tailor fair housing outreach and education accordingly.</p> <p>For example, data shows that most fair housing cases in Huntington Park involve a disability bias. Due to this, according to the recent Housing Element, the City plans to amend the density bonus program to provide incentives for including universal design elements into new housing projects.</p>
2.3	Continue to provide general counseling and referrals over the phone regarding tenant-landlord issues through the Huntington Park Community Development Department and the FHF.	2021 – 2029 Housing Element: The FHF holds “walk-in” clinics (in-person and virtually) that allow tenants and landlords to meet with a Housing Counselor one-on-one to discuss fair housing issue and ask questions. Services are provided in all languages.
2.4	Continue the collection of national origin data on both discrimination and general housing clients by the Fair Housing Foundation to determine whether discriminatory housing practices are occurring specifically based on national	2021 – 2029 Housing Element: The City reviewed national origin data and found no evidence of discriminatory housing practices occurring specifically based on national origin. According to data from the City’s Fair Housing Subrecipient Quarterly Performance Reports,



	<p>origin. Analyze the results of this data and develop recommendations for further action as warranted.</p>	<p>from 2014 to 2020, none of the fair housing complaints filed in the City were based on race/ethnicity.</p> <p>However, the Huntington Park Environmental Justice Technical Report (2022) analyzed the rate of linguistic isolation by census tract in the City and found that all census tracts scored above the 75th percentile for linguistic isolation, some scoring above the 90th. Furthermore, according to the 2021 – 2029 Housing Element, about 46 percent of the City’s population is foreign born. Due to this, the City continues to provide linguistically competent fair housing education and outreach in Spanish, Chinese, and Tagalog as well as English.</p>
2.5	<p>Coordinate review of hate crime data on an annual basis between the Huntington Park Police Department and the FHF to evaluate as a potential fair housing issue.</p>	<p>According to the Huntington Park Police Department, the City had a total of 5 hate crimes between the five-year period between January 2012 through December 2016. Therefore, hate crimes do not appear to be a potential fair housing issue in the City.</p>
Goal 3: Monitoring Lending, Housing Providers, and Local Real Estate Practices		
3.1	<p>In cooperation with FHF, monitor the reasons for denial of home purchase, refinancing and home improvement loans. Contact local lenders in Huntington Park to provide additional education and outreach to the community on the approval process, how to improve credit ratings, and available favorable home purchase tools.</p>	<p>2014 – 2019 AI: The City’s last Analysis of Impediments to Fair Housing analyzed mortgage denial rates across census tracts and found that the highest denial rates were in census tracts with high minority and low/mod populations.</p> <p>2023 – 2024 CAPER: In order to address potential unfair lending practices, the City has committed to partnering with and supporting the Fair Housing Foundation which provides fair housing counseling, workshops, and outreach services. The City also has the Mortgage Assistance Program which uses</p>



		CalHome funds to assist lower income residents. Furthermore, the City makes referrals to the Los Angeles County Homebuyer Programs.
3.2	Help protect homeowners from mortgage rescue fraud by promoting the use of HUD-certified, non-profit mortgage counseling agencies on the City’s website and other means.	<p>2023-2024 CAPER: The City has committed to partnering with and supporting the Fair Housing Foundation (FHF) which provides fair housing education and counseling to the community.</p> <p>2021 – 2029 Housing Element: Huntington Park also has a First-Time Homebuyer Program which provides assistance with down payment and closing costs to help low-income households buy their first home.</p>
3.3	Coordinate with the Rancho Southeast Association of Realtors and the FHF in conducting outreach to the local real estate community on predatory mortgage lending practices, loan modification scams, and the rights of tenants in foreclosed properties.	2015 CAPER: Coordinated with the Rancho Southeast Association of Realtors (RSAR) on fair housing education and outreach to the local real estate community. Directed local realtors to RSAR’s monthly courses aimed at assisting realtors in better serving the minority community
3.4	Contact local periodicals (The Wave, El Aviso) to urge them to publish a fair housing disclaimer in their classified real estate advertisements. Contact these periodicals, as well as the LA Times, to publish a no pets disclaimer for rental housing stating that “no pets allowed” may still be required to rent to disabled persons requiring a service or companion animal.	2015: Contacted local periodicals (The Wave, El Aviso) to urge them to publish a fair housing disclaimer in their classified real estate advertisements. Contacted these periodicals, as well as the LA Times, to publish a no pets disclaimer for rental housing stating that no pets allowed may still be required to rent to disabled persons requiring a service or companion animal.



3.5	Continue to include non-discriminatory and fair housing language in all City Agency affordable housing contracts and agreements. Monitor property management firms of HOME-assisted projects for adherence with affirmative marketing actions and compliance with applicable regulations in the advertisement of available units.	The City continues to include non-discriminatory and fair housing language in all City affordable housing contracts and agreements
Goal 4: Investigative Testing and Auditing Local Real Estate Markets		
4.1	Continue to conduct audits to evaluate apparent patterns of discrimination in Huntington Park, such as issues related to familial status, national origin and disability. To the extent such audits reveal significant discrimination, widely publicize the results to serve as a deterrent to other property owners and landlords.	2021 – 2029 Housing Element: The City conducts audits and analyzes data on discrimination cases relating to issues such as familial status, national origin, and disability. The data shows that the number of fair housing discrimination complaints filed in the City have steadily decreased throughout the years, reflecting the successful efforts of the City to mitigate barriers to fair housing choice.
Goal 5: Support the development of affordable housing		
5.1	Implement Huntington Park's reasonable accommodation ordinance to provide reasonable modifications to the City's rules, policies, practices or services when such reasonable modifications may be necessary to afford a person with a disability an equal opportunity to access housing in the City.	2021 – 2029 Housing Element: The City has adopted a “Reasonable Accommodation Ordinance”. The stated purpose is to provide individuals with disabilities reasonable accommodation in regulations and procedures to ensure equal access to housing, and to facilitate the development of housing.
5.2	Provide continuous implementation of the City's Affordable Housing Density Bonus as a means of enhancing the economic feasibility of affordable housing development.	2022 CAPER: Through its Density Bonus/Affordable Housing ordinance, providing a density bonus and one additional regulatory incentive in exchange for the inclusion of affordable units. Under Government Code Section 65915-65918, a density increase over the otherwise maximum allowable residential density under the Municipal Code is available to developers who agree to construct housing developments with



		units affordable to low- or moderate-income households or senior citizen housing development.
5.3	Ensure that CUP conditions placed on community care facilities with seven or more occupants are focused on neighborhood compatibility and ensuring proper management and licensing, and do not act to constrain the provision of such facilities.	<p>2021 – 2029 Housing Element: The City’s Program 7 aims to amend the Zoning Code to, among other things:</p> <ul style="list-style-type: none"> - Ensure that conditions of approval for large facilities requiring a CUP are objective and transparent - Allow use of the Reasonable Accommodation procedure to except large, licensed facilities from the CUP requirement.
5.4	Continue to accommodate transitional and supportive housing in all zone districts where other residential uses are permitted and only subject to those restrictions that apply to other residential uses of the same type in the same zone	2022 CAPER: The City’s Zoning Code regulates the conversion of rental units to condominiums through a Conditional Use Permit process as a means of managing the undesirable aspects of conversion projects on tenants and the stock of rental housing in the community.
5.5	Continue to accommodate emergency homeless shelters as permitted use in the MPD zone, and as a conditionally permitted use in the C-G zone.	2022 CAPER: City of Huntington Park will use its HOME-ARP allocation of \$2,180,103 as amended in March 2023 to fund acquisition and rehabilitation of non-congregate shelters.
Goal 6: Update land use policies and practices to facilitate development of affordable housing		
6.1	Continue to facilitate the provision of affordable housing throughout the community through City assistance and site assembly, combined with various zoning incentives. Provide affordable and accessible housing to special needs populations, including the disabled, seniors and large family households.	<p>2022 CAPER: The City utilized previously awarded CDBG-CV funds to implement its Emergency Housing Assistance Program in which the City was able to assist a vast number of unduplicated residents, with rental and utility assistance to prevent homelessness and provide affordable housing for the City’s residents.</p> <p>2022 CAPER: The City is resuming the Home</p>



		Repair Program and the First Time Home Buyer Program that was previously placed on hold due to COVID-19. The Home Repair Program will assist low-moderate residents with health and safety repairs in their home
6.2	Continue to implement a neighborhood improvement program, code enforcement program, and residential rehabilitation program as key tools to sustaining neighborhoods.	2021 – 2029 Housing Element: The City continues to implement its Code enforcement Program to hold landlords accountable for rental housing repairs. The City also makes available a Residential Rehabilitation Loan Program when the funding is available.



CHAPTER 8: ACTIONS

1. Recommendations for ongoing actions

GOAL 1: SUPPORT NON-DISCRIMINATORY LENDING PRACTICES

Recommended Actions:

Reach out to local lenders to promote outreach and educational events for citizens regarding the approval process, mortgage rates, and the rights of homeowners.

Analyze data regarding denial rates in the City (i.e. what lenders have the highest rates of denial) to figure out the potential barriers

Provide information on the City's website detailing the process for residents to file a fair housing complaint with the Fair Housing Foundation (FHF) or the U.S. Department of Housing and Urban Development (HUD). Be sure to include links to the websites of both FHF and HUD.

2. Housing quality and compliance improvement

GOAL 2: PRESERVE QUALITY OF HOUSING STOCK

Recommended Actions:

2.1 Continue administering the City's Owner-Occupied Rehabilitation Program.

2.2 Create incentives for the addition of reasonable accommodation in existing residential buildings and facilities.

2.3 Conduct annual audits on management companies overseeing affordable housing units to ensure compliance with federal Housing Quality Standards (HQS) as well as local building, fire, and safety codes.

3. Fair housing education

GOAL 3: EDUCATION AND AWARENESS TO PREVENT HOUSING DISCRIMINATION

Recommended Actions:

3.1 Disseminate literature on fair housing rights and the City's housing programs directly to residents through utility inserts.

3.2 Work in coordination with the FHF to promote and facilitate educational material and workshops specifically tailored to vulnerable minority populations such as single female-headed households (the majority of fair housing discrimination complaints in Huntington Park came from single female-headed households).

3.3 Develop an Online Resource Hub on the City's website with comprehensive information on fair housing rights, available resources, and how to file complaints. Ensure the content is accessible in multiple languages.



4. Increase homeownership

GOAL 4: SUPPORT HOME OWNERSHIP

Recommended Actions:

- 4.1 Collect and analyze data on barriers to homeownership in the City to identify specific reasons such as low credit scores, previous evictions, criminal history, etc.
- 4.2 In coordination with the Fair Housing Foundation (FHF), work to educate residents on available resources and programs to assist in purchasing a home such as Federal Housing Administration (FHA) loans, VA loans, and more.
- 4.3 Continue to support first-time homebuyers through the City's First Time Homebuyer program.

5. Provide opportunities for affordable housing

GOAL 5: SUPPORT THE DEVELOPMENT OF AFFORDABLE HOUSING

Recommended Actions:

- 5.1 In order to create more affordable homes, the City should push incentives for developers such as the Low-Income Housing Tax Credit (LITHC) program.
- 5.2 Including citizens with lived experience in meetings with affordable housing developers in order to ensure that affordable housing developments in the City are of the highest quality.
- 5.3 Update zoning ordinance to require new residential developments to contain an increased number of affordable units.

6. Collaborating regionally

GOAL 6: IMPROVE COLLABORATION WITH REGIONAL ORGANIZATIONS AND AGENCIES

Recommended Actions:

- 6.1 Continue to work in collaboration with organizations such as the Fair Housing Foundation (FHF),
- 6.2 Work with neighboring Cities in Los Angeles County to compare fair housing data and trends, as well as discuss best practices to combat impediments to fair housing by establishing a regional fair housing task force team.
- 6.3 Establish a regional fair housing mentorship program that pairs experienced housing advocates and professionals with emerging leaders, community members, and developers to foster a new generation of fair housing initiatives.



APPENDIX A – Community Outreach Report

APPENDIX "A"

CITY OF HUNTINGTON PARK
Analysis of Impediments
2025-2029

OUTREACH RESULT

Community Engagement Meeting

November 12, 2024



HUNTINGTON PARK
THE CITY OF PERFECT BALANCE *California*



COMMUNITY MEETING OVERVIEW

On Tuesday, November 12, 2024, at 6 PM, residents and community members were invited to attend a public meeting conducted in Spanish at Huntington Park City Hall, located at 6550 Miles Ave, Huntington Park, CA 90255. A total of 13 attendees signed in and actively participated.

The following day, Wednesday, November 13, 2024, at 10 AM, another session was held in English at Freedom Park, located at 3801 E 61st St, Huntington Park, CA 90255. This session was attended by 10 participants who signed in and engaged in the discussions.

The City posted an announcement for the meetings on their social media and sent email invitations to residents who participated in the City's affordable housing, Home Repair, Emergency Rental Assistance, and social services programs.

Both meetings began with a presentation providing an overview of the 5-year analysis of impediments and the 5-year consolidated plan. Following the presentation, participants were invited to contribute their live feedback by writing their responses on Post-it notes, which they then placed on question boards set up around the room. At the end of each session, attendees were encouraged to complete the community needs survey. The result for this survey will be summarized in the community needs survey section.

THEMES

Through the feedback gathered from the participants, the following themes emerged:

Housing

There is a need to create more affordable housing, help renters become homeowners, and rehabilitate old houses.

Public Services

Participants highlighted the need for services related to Homeless, Fair Housing, After School, and Senior Services. However, they would like to see improved communication about available services.

Community Facilities

Participants highlighted the need for better broadband, repairs to parks and streets, safer crosswalks, and transportation safety.

Economic Development

Participants emphasized supporting small businesses and creating local job opportunities.

LIVE FEEDBACK SESSION

After the presentation, the meeting was opened to receive feedback from participants in four categories: housing, public services, community facilities, and economic development. The questions were asked in English and Spanish. Below is a summary of their responses.

Housing- Do you think the City's current approach to affordable housing is meeting the community's needs?

Projects:

- Home Repair Program
- Affordable Housing Projects

Summary:

- 4 participants agree that the current affordable housing approach is meeting the community's needs
- 1 responded no because many people are unaware of these meeting and have different needs in their lives
- Need to increase housing stocks
- Need to help renters buy homes
- Need to rehabilitate old housing stock
- The Home Repair program is a good program to the much needed

Public Services: Do you believe these programs or services are meeting the community's needs?

Projects:

- Inner City Visions
- Fair Housing Foundation
- Parks and Recreation After School Program
- Parks and Recreation Senior Program

Summary:

- Nine participants expressed that the current programs and services are meeting the community's needs. One participant suggested that updating Pacific Blvd could help attract better business. Another noted the need for a physical resource center where individuals can learn about and access domestic violence and homeless services, highlighting that Huntington Park struggles with outreach and information dissemination and calling for more creative engagement strategies.
- A participant mentioned that while Inner City Visions serves a small group of individuals (361 people), many more in the community would benefit from the program, and drop-in services are needed on a case-by-case basis. Another participant affirmed that the

services offered, such as the program at Salt Lake Park, are meeting the needs of vulnerable individuals.

- There was also a suggestion to expand the Fair Housing Service to include tenant-landlord arbitration. While most participants agreed that the services are meeting their needs, some felt that better communication is necessary to ensure residents are aware of the available services.
- A question was raised about the presence of a homeless shelter in the City, and staff responded that the City partners with an agency that can refer individuals to shelter on a case-by-case basis, though the person must agree to be housed.

Community Facilities: Do you believe any other infrastructure improvements are needed to enhance our community?

Projects:

- Wi-Fi Facility Construction
- Chesley Park ADA improvements
- CDBG ADA Street reconstruction project

Summary:

- Five attendees highlighted additional infrastructure improvements needed to enhance the community. One participant emphasized the need to increase broadband infrastructure, while another mentioned the necessity of repairs to existing parks and streets.
- Several attendees noted that the City has become cleaner, with one individual sharing that their street was being repaved, including parts of California Avenue, with improvements from businesses like Starbucks.
- Participants also pointed out the need for safer crosswalks, with suggestions to repaint lines and improve lighting to ensure cars stop and yield the right of way, addressing pedestrian-vehicle collisions caused by failure to yield.
- A participant was concerned about regulation of the flow of movement in the City, as multiple forms of transportation (pedestrians, runners, bikers, e-scooters, etc.) share the sidewalks and roads. It was stressed that bikes and e-scooters should not be on the sidewalk, which poses safety risk to pedestrians. Protected bike lanes, specifically on busy streets like Florence, Gage, Slauson, and Pacific, to prevent accidents and improve public safety.

Economic Development: Do you believe these economic development programs are meeting the community's needs?

Projects:

- Hub Cities Job Creation
- Façade Improvement program

Summary:

- 5 attendees expressed that the City's programs are meeting the community's needs. However, several participants emphasized the importance of job creation and supporting small businesses.
- Participants emphasized the need for more diverse businesses to be brought into the City, with a focus on further developing Pacific Blvd to enhance its appeal. They stressed the importance of being selective about the types of businesses introduced, advocating for support of local businesses (e.g., coffee shops) over larger chains like Starbucks. Rather than more large-chain stores like Target or Home Depot, they advocated for revitalizing and supporting local businesses, such as those offering lumber and art supplies, and providing incentives for small business owners over corporations receiving tax cuts.
- It was also noted that incentivizing businesses within the City could help create jobs, as many individuals return to Huntington Park after completing their education but face challenges in finding local employment opportunities.
- Suggestions for improvement included expanding the funding for the Façade Improvement Program and increasing staffing at Hub Cities. There was a call to enhance small business development programs and support the establishment of a regional small business development center.

Other: Do you have other feedback?

Summary:

- One participant expressed appreciation for the meeting and hoped to be invited to future events that are important for the community.
- Another participant provided feedback regarding the management of the Huntington Park Instagram account. They noted that there is significant potential to better engage the community through social media, but currently, the posts are not effectively reaching the audience. The participant stressed the importance of community engagement and requested that the City take social media communication more seriously, as residents rely on it for important information.



CITY OF HUNTINGTON PARK

2025-2029

CONSOLIDATED PLAN AND ANALYSIS OF IMPEDIMENTS

COMMUNITY MEETING

WE NEED YOUR PARTICIPATION IN THE PLANNING PROCESS

The City of Huntington Park will hold community meetings to solicit input from citizens, non-profit organizations and other interested parties regarding community development and housing needs for the next five-year planning period. The discussion will include the discussion of Analysis of Impediments to Fair Housing Choice and the 5 year Consolidated Plan.

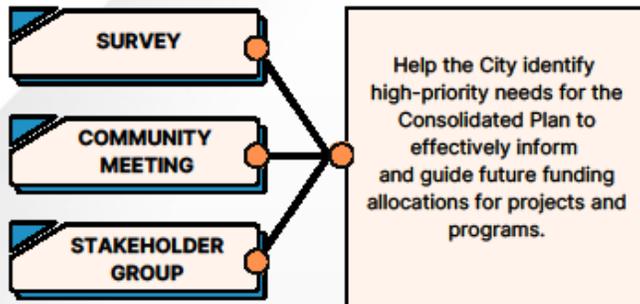
WHAT IS AN ANALYSIS OF IMPEDIMENTS?

The Analysis of Impediments to Fair Housing Choice (AI) is the document that reviews data and identifies obstacles to fair housing for its citizens, and describes the City goals of removing impediments and assuring fair housing choice for its citizens.

WHAT IS A CONSOLIDATED PLAN?

The Consolidated Plan (ConPlan) guides the City over five years in assessing affordable housing and community development needs. It outlines the use of U.S. Department of Housing and Urban Development (HUD) funds, prioritizing initiatives based on data analysis and community outreach.

PUBLIC OUTREACH IS IMPORTANT



ENGLISH SURVEY: <https://www.surveymonkey.com/r/HPEnglish>



MEETINGS

SPANISH

 **November 12, 2024**
06:00 PM
 **City Hall**
6550 Miles Ave, Huntington Park, CA 90255

ENGLISH

 **November 13, 2024**
10:00 AM
 **Freedom Park**
3801 E 61st St, Huntington Park, CA 90255

For more information or special accommodation needed, please contact Ishah Ahumada by phone at (323) 584-6290 or by email at iahumada@hpca.gov



LA CIUDAD DE HUNTINGTON PARK

2025-2029

PLAN CONSOLIDADO Y ANÁLISIS DE IMPEDIMENTOS

REUNIÓN COMUNITARIA

POR FAVOR ACOMPÁÑENOS A PARTICIPAR DEL PROCESO DE PLANIFICACIÓN

La Ciudad de Huntington Park llevará a cabo reuniones comunitarias para solicitar opiniones de ciudadanos, organizaciones sin fines de lucro y otras partes interesadas con respecto al desarrollo comunitario y las necesidades de vivienda para el próximo período de planificación de cinco años. La discusión incluirá el Análisis de los Impedimentos a la Elección de Vivienda Justa y el Plan Consolidado de los próximos 5 años.

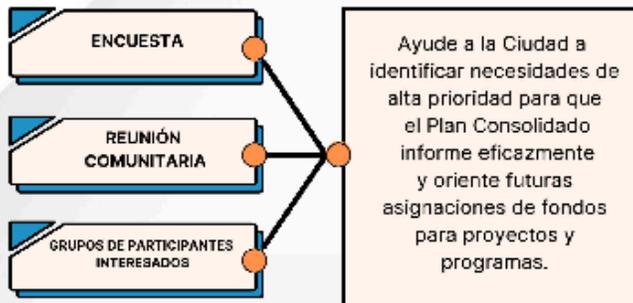
¿QUÉ ES UN ANÁLISIS DE IMPEDIMENTOS?

El Análisis de Impedimentos (AI) es el documento que revisa los datos e identifica los obstáculos a la vivienda justa para sus ciudadanos, y describe los objetivos de la Ciudad para eliminar los impedimentos y garantizar la elección de vivienda justa para sus ciudadanos.

¿QUÉ ES UN PLAN CONSOLIDADO?

El Plan Consolidado (ConPlan) orienta a la Ciudad durante los próximos cinco años en la evaluación de las necesidades de vivienda accesible y desarrollo comunitario. Describe el uso de los fondos del Departamento de Vivienda y Desarrollo Urbano (HUD) de EE. UU., priorizando iniciativas basadas en análisis de datos y extensión comunitaria.

PARTICIPACIÓN COMUNITARIA ES IMPORTANTE



Encuesta española: <https://www.surveymonkey.com/r/HPSpanish>



REUNIONES

ESPAÑOL

12 de noviembre de 2024
06:00 PM

Ayuntamiento
6550 Miles Ave, Huntington Park, CA 90255

INGLÉS

13 de noviembre de 2024
10:00 AM

Freedom Park
3801 E 61st St, Huntington Park, CA 90255

Para obtener más información o si necesita asistencia especial durante la reunión, comuníquese con Ishah Ahumada por teléfono al (323) 584-6290 o por correo electrónico a iahumada@hpcg.gov.

PHOTOS

Tuesday, November 12, 2024, at 6 PM

Huntington Park City Hall, located at 6550 Miles Ave, Huntington Park, CA 90255



Wednesday, November 13, 2024, at 10 AM

Freedom Park, located at 3801 E 61st St, Huntington Park, CA 90255



PARTICIPANTS FEEDBACK

¿Cree que el enfoque actual de la Ciudad hacia la vivienda asequible está satisfaciendo las necesidades de la comunidad?

NO, PORQUE MUCHAS PERSONAS DESCONOCEN DE ESTAS REUNIONES Y TIENEN DEFICIENTES NECESIDADES EN SU VIDA

si

Yes

~~No~~ YES

1) Do you think the City's current approach to affordable Housing is meeting

Yes, I approve the current approach too!
Rafael Gomez

Need to Increase Housing Stock

Need to help Renters buy Homes

Need to Rehab old Housing stock

yes, it's a good program for the most needed, some programs in order to prevent homelessness, also a really dealing with construction directly, it's the best way to make sure people have the right thing.

We need more available Affordable Housing We need more funds for those communities that are already in our Community.

Did like it to see projects relating to affordable housing programs for the city to assist lower income to access the housing pool.

- MORE OPTIONS FOR THOSE WITH NO HOME/THOSE WHO LIVE IN THEIR VAN.
- MORE COMMUNITY-LIVING OPTIONS + SUPPORT.
- IMPROVE NEEDS + COMMUNITIES OF AFFORDABLE HOUSING

2) Cree que estos programas o servicios están satisfaciendo las necesidades de la Comunidad?

Sí, all

#2 Si.

#2 YES

#2 yes

#2 yes

Yes-update Pacific retail. Bring in better Businesses

2) Do you believe these programs or services are meeting the Community's needs?

IT WOULD HELP TO HAVE AN ACTUAL PHYSICAL SPACE FOR THESE COURSES WHERE PEOPLE CAN VOTELAY OUT ABOUT THEIR DISSENT/OPINION/ HAVE A VOICE.

W/ THIS LACK OF SPACE/ REAL DISSENT/ OPINION OR NEGOTIATION RESULTS ARE UNDESIRABLE/ UNACCEPTABLE

These City Initiatives seem like a great program and many more people than the 300 would benefit.

They are meeting a small group's needs, but not the needs of the community. They need to find a way to meet the needs of the community.

Yes, definitely it meets the needs of the ppl vulnerable to these services.

Like the fr. Service program being offered at Lake Tahoe Park, a lot of people are taking it, but I'm enjoying it.

SI ESTA Bien

Need to expand Fair Housing service to include Tenant-Landlord Arbitration

Yes They meet expectations.

Yes, these services are meeting their needs but I think it needs to be communicated. If the residents that might need to be aware that they exist. Some services

Do the non residents in the city?

The city has a partnership with an agency that can refer the homeless person and the person was to agree to be referred to the shelter.

YO SI CREO que los servicios que brinda la ciudad en el park si benefician a la comunidad.

Rafael

3) Cree que se necesitan otras mejoras o infraestructura para mejorar nuestra comunidad?

SI, SIGUIER CON LOS PROYECTOS DE INFRAESTRUCTURA

#3 yes

Yes improve in a clarity also

No

No we need more affordable programs for seniors and low income and pacific Blvd.

3) Do you believe any other infrastructure improvements are needed to enhance our Community

Increase Broadband Infrastructure

We need some repairs for existing parks
Some streets need repairs as well

I think the city is cleaner than I recall since our city is being nice. Sometimes our city needs something like our city or California street

Yes I agree with doing these things to better the community

SI ESTA VLEN

SAFE CROSSWALKS!
RE-PATH, tight up structures so cars can stop. NEED HEIGHT OF WAY.
The main cause of pedestrian - vehicular is failure of...

OUR CITY HAS A GROWING NEED TO REGULATE THE FLOW OF TRAFFIC IN OUR COMMUNITY. MANY PEOPLE USE THE SIDEWALKS (pedestrians, wheelchairs, scooters, dogs, e-bikes, etc. and people with strollers, baby strollers, etc.)

MANY WALKERS/WHEELCHAIRERS (including babies) have been hit or almost hit by scooters. I heard from the IRPD Sergeant (Traffic safety) that e-scooters are categorized as pedestrians. If a e-scooter hits a...

pedestrian, it is classified as pedestrian or pedestrian accident. There is no way to know how many e-scooters have hit a pedestrian bc this data point does not exist. There is also no...

way to know how many scooters are in our community. THERE ARE ALSO! but they do not slow down to pedestrians on the sidewalks!! WE NEED protected bike lanes!

E-bike scooters should NOT be on the sidewalk, but they do not feel safe in the park. we have protected bike lanes but cars don't slow down...

We need designated protected bike paths on main street - Pacific, large, clean, Pacific - where they are more likely to be hit.

WE need bikes, e-bikes, scooters OFF THE SIDEWALK FOR PUBLIC SAFETY! But we need to provide a safe alternative. WE need protected lanes!

4) Cree que estos Programas de desarrollo Económico están Satisfaciendo las necesidades de la Comunidad ?

YES

SÍ, PORQUE APOYAN A LAS NECESIDADES DE LA HABITANTES DE H, PK.

#4 Yes Very important to have 'pleasant' looking stores + Community in general

SI ESTÁ VION

4) Do you Believe these economic development Programs are meeting the Community's needs?

Education - employ + bridge jobs. Many people look to school, can't link to their community. Working to get out and find a job. We do not need a lot of stores. Need.

to support + initiate - small businesses - place for us to get work, support, support people who are successful. Support, just supporting continuation of tax cuts.

The facade improvement Program needs more improvement - More funds

SI CREO QUE ES POCO PROGRAMAS DE LA CIUDAD SI ESTAN CUMPLIENDO CON LAS NECESIDADES DE LA COMUNIDAD. SI CREO, RAFAEL

Being a retail person I will think of those young ones to job seekers. How the local just like to try to spend or do business with the establishments. There have more businesses as it is competitive. Getting more jobs in market.

Hub cities needs more shopping

Yes I think that getting employment and retailing is good for the community and are being completed.

Support a Regional Small Business Development Center

I support Both programs

Need to Increase Small Business Development program

Beneficial of what businesses we bring into our community always support Small businesses (local coffee shops as opposed to chain)

No they need to invite more businesses that people to come to spend their money on. Not a bunch of retail shops and to make Pacific Blue better.

5) Tiene otros comentarios?

GRACIAS Y ESPERO
SER INVITADA A
LAS PROXIMAS REUNIONES QUE SON
IMPORTANTES
PARA NUESTRA
COMUNIDAD.

5) Do you have other feedback?

Whoever controls the #HP
Instagram, please hand
over the reins to
a young person who cares in
HP. There are a lot of
followers + there is
an enormous potential to
return the community, and



I am so sorry to say
that you are dropping the ball.
You're not filters all at
once + are not mindful
of the "algorithm". When
to post, what to post,
how to post, and use of @
(profile) + documenting #HP



Whoever makes the
files... some of them
are hard to read, unclear,
+ miss the mark.
PLEASE TAKE COMMUNITY
@TAGS SERIOUSLY.
WE DEPEND ON YOU TO WEAR US



Please provide resources on:
• What is Peter + why do
we follow his files?
• What are talk + if we
... XYZ
• What does city council do?
What does the city manager do?
etc.



CITY OF HUNTINGTON PARK
Analysis of Impediments
2025-2029

OUTREACH RESULT

Stakeholder Group

September 17, 2024, September 18, 2024, and November 20, 2024



HUNTINGTON PARK
THE CITY OF PERFECT BALANCE *California*



PLANNING COMMISSION OVERVIEW

On Wednesday, September 18, 2024, a presentation discussion for the Con Plan was held before the Planning Commission Meeting to gather feedback on the priority needs of the City. The presentation began by providing an overview of the 5-year analysis of impediments and the 5-year consolidated plan. Following the presentation, participants were invited to contribute their live feedback in four categories: housing, public services, community facilities, and economic development. The feedback provided are summarized below:

THEMES

Housing

Ideas include converting motels into long-term housing, expanding affordable housing, homeownership education, and rezoning for more affordable housing.

Public Services

Ideas include improved outreach about available City programs, supporting afterschool program, and the senior program

Community Facilities

Ideas include ensuring that all parks are America with Disability Act compliant and improving pavements on streets.

Economic Development

Ideas include façade improvement to businesses on Pacific, improving public safety with cameras and better lighting

LIVE FEEDBACK SESSION

Housing: Do you think the City's current approach to affordable housing is meeting the community's needs?

Projects:

- Home Repair Program
- Affordable Housing Projects

Feedback:

- John Estrada:
 - Identify a way to establish more affordable housing
- Graciela Ortiz:
 - Amada Project is a good example of what the City needs.
 - Educate children about becoming a homeowner and how to attain that goal

-
- Drill down and identify ways to address affordable housing
 - Making more condos, townhomes, and apartments being more readily available for affordable housing.
 - Think outside the box, possibly look at the number of motels the City has and turning those into affordable housing, a more long-term approach project similar to “Project Room Key”.
 - Eduardo Carvajai:
 - Rezoning commercial areas for example West of Slauson and making pockets opportunity zones for affordable housing.
 - Slauson St has a lot of opportunities for mixed use development, I would like to see that as a goal.

Public Services: Do you believe these programs or services are meeting the community’s needs?

Projects:

- Inner City Visions
- Fair Housing Foundation
- Parks and Recreation After School Program
- Parks and Recreation Senior Program

Feedback:

- John Estrada:
 - I feel getting the word out to more of the community regarding the programs the City is offering is key. Although the City may advertise, taking a more aggressive approach to communication. My parents and I are residents and we are not aware the City had these programs.
- Graciela Ortiz:
 - Tutoring for children is a more 1 on 1 approach using CDBG funding or other sources and work through Parks & Rec. Many face-to-face activities with children take place at City run programs facilities; utilize that time to foster educating and offering educational activities.
- Eduardo Carvajai:
 - I like the approach of field trips for seniors.

Community Facilities: Do you believe any other infrastructure improvements are needed to enhance our community?

Projects:

- Wi-Fi Facility Construction
- Chesley Park ADA improvements
- CDBG ADA Street reconstruction project

Feedback:

- John Estrada:
 - Community WIFI is a great tool for the community.
 - Ensure all parks are ADA compliant.
- Graciela Ortiz:
 - Only discussion, no specific comment.
- John Estrada:
 - Pavement rehabilitation on specific streets, such as on State St from Randolph to Slauson.

Economic Development: Do you believe these economic development programs are meeting the community's needs?

Projects:

- Hub Cities Job Creation
- Façade Improvement program

Feedback:

- John Estrada:
 - Only discussion, no specific comment
- Graciela Ortiz:
 - More focus on façade improvements along Pacific as an example
 - Public safety is key, if possible, install cameras on Pacific.
- Eduardo Carajai:
 - More lighting on Pacific would increase safety and business opportunities to business owners to allow stores to remain open longer.
 - Lighting, even stringing lighting across Pacific was once done in past years.
 - Adopt language that speaks to façade improvements, such as, Pasadena. Have a storefront theme, a color scheme, and a canopy type for a more homogenized look among all businesses.

HEALTH AND EDUCATION OVERVIEW

On Tuesday, September 17, 2024, a presentation discussion for the Con Plan was held before the Health and Education Commission Meeting to gather feedback on the priority needs of the City. The presentation began by providing an overview of the 5-year analysis of impediments and the 5-year consolidated plan. Following the presentation, participants were invited to contribute their live feedback in four categories: housing, public services, community facilities, and economic development. The feedback provided are summarized below:

THEMES

Housing

Ideas include increased outreach efforts to help residents' housing application.

Public Services

Ideas include increased outreach by targeted advertising and collaboration with schools.

Community Facilities

Ideas include improved pedestrian safety.

Economic Development

Ideas include employment support for young adults.

LIVE FEEDBACK SESSION

Housing: Do you think the City's current approach to affordable housing is meeting the community's needs?

Projects:

- Home Repair Program
- Affordable Housing Projects

Feedback:

- Liselda Fabian: No response
- Ebony Batiste: No response
- Illiana Baltazar:
 - If we are meeting our goal of 21, we have met our goal.
- Iris Delgado:
 - Have the application and understanding of process more favorable to residents.
 - Have a focus group verses 1 on 1 which will allow residents more likely to apply.

Public Services: Do you believe these programs or services are meeting the community's needs?

Projects:

- Inner City Visions
- Fair Housing Foundation
- Parks and Recreation After School Program
- Parks and Recreation Senior Program

Feedback:

- Liselda Fabian: No response
- Ebony Batiste: No response

-
- Illiana Baltazar:
 - Residents having the ability to refer to ICV
 - Advertising to be geared more toward the middle aged who may not be so tech savvy.
 - Schools can communicate City programs during school events.
 - Iris Delgado:
 - Looking at bringing in programs not run by the City, ran by other organizations who want to bring additional opportunity

Community Facilities: Do you believe any other infrastructure improvements are needed to enhance our community?

Projects:

- Wi-Fi Facility Construction
- Chesley Park ADA improvements
- CDBG ADA Street reconstruction project

Feedback:

- Liselda Fabian: No response
- Ebony Batiste: No response
- Illiana Tazar: No response
- Iris Delgado:
 - Salt Lake Park is busy, suggested the cross walk at Bissell and Florence be upgraded with a light to allow pedestrians to cross while vehicles stop.

Economic Development: Do you believe these economic development programs are meeting the community's needs?

Projects:

- Hub Cities Job Creation
- Façade Improvement program

Feedback:

- Liselda Fabian:
 - This should be targeted towards young adults who are unemployed.
 - Summer programs/internships for high school students to gain monies to assist with college.
- Ebony Batiste: No response
- Illiana Tazar: No response
- Iris Delgado: No response

STAKEHOLDER ZOOM FOCUS GROUP OVERVIEW

On Wednesday, November 20, 2024, an online discussion via Zoom was held at 10 AM. A total of 32 people were invited to attend, which included housing, homeless, and social services groups. During the meeting 14 participants attended and represented the following organizations:

- Huntington Plaza Affordable Housing
- Azure Development
- Century 21 Real Estate
- Linc Housing
- Casa Rita Affordable Housing
- New Start Housing
- Pipeline Health
- Huntington Park Parks and Recreation
- Fair Housing Foundation
- Los Angeles County Library
- Inner City Visions

The meeting started with a presentation on the five-year analysis of impediments and the Consolidated Plan. The topic included funding, outreach purpose and strategy, priority goals, and current projects. At the end of the presentation, the attendees were designated their own breakout room based on their organization type: housing, social services, and homelessness. In the breakout room, the participants were asked to provide verbal input for each question and to fill out their thoughts on the Survey link provided. The summary of the feedback received are below:

THEMES

Affordable Housing

The discussion focused on expanding affordable housing through accessory dwelling units, upzoning, and developer collaboration. Key barriers include a complicated entitlement process, lack of funding, and zoning issues. Solutions include streamlining permits, increasing funding, and exploring alternative housing options.

Tenant Support

Offering incentives for apartment owners to make units available to low-income families is essential. Additionally, there is a strong need for enhanced tenant support, including counseling on rent increases, eviction notices, and tenant rights, to help residents navigate housing challenges and protect their living conditions

Vulnerable Populations Needs

Partnerships with non-profit organizations to better address the needs of low-income families, seniors, youths, and persons with disabilities.

Homeless Populations Needs

supporting vulnerable populations with services like mental health care and job training,

Public Facilities and Improvements.

There is a need for more public restrooms, public parking, park ADA upgrades, expanding public Wi-Fi and community centers.

GROUP 1: HOUSING

Question 1: How do you envision the affordable housing landscape evolving over the next 5 years?

- Summary:
 - Azure Development envisions the affordable housing landscape in Huntington Park evolving over the next five years by focusing on incentives to encourage and support residents in building Accessory Dwelling Units (ADUs) for seniors.
 - However, Linc Housing Corporation raised concerns about the challenges in achieving affordable housing growth due to limited funding and subsidies, which make it difficult to develop affordable housing in the City. They recommended exploring private or philanthropic funding as a key solution and suggested expanding ADUs as an alternative housing option. The cost of building affordable homes is not penciled out and even with free land, affordable housing projects are still in the red.
 - New Start Housing Corp suggest that housing units will meet the City's Housing Element goals. The number of affordable housing units in the next five years will increase by approximately 1600 housing units.

Question 2: In your opinion what are the barriers to building more affordable housing?

- Summary:
 - Azure Development highlighted the timing of the entitlement process as a key barrier to housing development in Huntington Park, suggesting that refining and restructuring this process could encourage more developers to invest in the City. The entitlement process needs to be streamlined, fees reduced, and the permitting process needs to be more efficient.
 - Linc Housing Corporation expressed concerns about the challenges of building affordable housing in Huntington Park, primarily due to the lack of funding and subsidies. They proposed leveraging private or philanthropic funding to address these issues and emphasized the potential of expanding ADUs as an alternative housing solution. Linc also suggested utilizing SB 4 to leverage church land for affordable housing development, advocating for upzoning, streamlining

ordinances, and incentivizing affordable housing through these changes. Additionally, they recommended that the City purchase land and issue Requests for Proposals (RFPs) to further promote affordable housing.

- New Start Housing Corp raised concerns about the difficulties of working with the City under the HOME and CTAC funding programs and noted that the City's landlocked status limits opportunities for multi-unit housing. They also pointed out that the City's policies discourage multi-unit developments, which further restricts the potential for affordable housing growth. They advocated for the City to approve the zoning required to build affordable housing on a lot adjacent to the transportation line.

Question 3: What are some of the meaningful actions that can be taken to more adequately address affordable housing?

- Summary:
 - Azure Development emphasized the importance of upzoning and adjusting ordinances to encourage more affordable housing development. They also suggested streamlining the ADU permitting process could lead to immediate improvements.
 - Linc Housing Corporation proposed leveraging private or philanthropic funding as a key solution to increasing affordable housing in Huntington Park. They also recommended exploring alternative housing types, such as ADUs, and leveraging SB 4 to utilize church land for affordable housing. Additionally, they advocated for upzoning, streamlining ordinances to incentivize affordable housing, and having the City purchase land and issue Requests for Proposals (RFPs) to further support development. Linc also pointed out that with the transit line coming into the City, Huntington Park has an opportunity to position itself to attract affordable housing and collaborate with developers to secure public funding, such as Affordable Housing and Sustainable Communities (AHSC)
 - New Start Housing Corp recommended changing zoning to be more housing-friendly along the transit line and emphasized the need for the City to be more supportive of multi-unit housing projects, especially those with over 50 units.

Question 4: Do you think home ownership is important to area residents/families?

- Summary:
 - Everyone agreed that homeownership is important to area residents. In particular, Azure mentioned that it is important to not lose sight of other incomes and housing needs.

Question 5: What do you feel are the City's Priority Needs for CDBG and HOME funds over the next 5 years?

- Summary:
 - Everyone agreed that preserving and creating new affordable housing is a high priority goal for the City. More specifically, Azure development suggested unit

programming. Participants also believe that there is a need to expand community services.

GROUP 2: PUBLIC SERVICES

Question 1: How do you envision the affordable housing landscape evolving over the next 5 years

- Summary:
 - New Start, Fair Housing Foundation, Parks and Recreation emphasized the need for more funding to expand programs and build affordable housing to reduce being wait listed.
 - The Fair Housing Foundation faces a significant challenge in securing funding, despite the growing need for its services in the City of HP. Their focus is to increase its presence in the community to ensure that residents are informed about where to seek help and how to protect their housing rights. An example is the Salt Lake Park Fair Housing Workshop. Residents need to know who to call for resources to preserve their housing.
 - Inner City Vision stated that there is a lack of permanent housing

Question 2: Do you know of any community facilities or public improvements needed in the City? (parks, streets, flood prone areas, ADA improvements, facilities for youth/senior)

- Summary:
 - The Parks and Recreation Department expressed how fortunate the City is for the improvement of Chesley Park, which will make it the first park with ADA accessibility. However, there should also be a focus to update the park's playground to meet ADA standards. There is a need for more public restrooms, particularly at Salt Lake Park, and along Pacific Avenue from Florence to Slauson on Pacific, there are currently no restrooms available for shoppers. The community would benefit by creating pocket parks with restrooms, as businesses charge for restroom access, and there is a broader need for public restrooms.
 - Fair Housing expressed their gratitude for Parks and Recreation to allow fair housing events to be hosted at Salt Lake Park. They would like to see more access to updated community centers.
 - NewStart Housing stated the need for funds to provide space for other non-profit partners to provide services to the community. Salt Lake Park needs some upgrades in the open space/ground and the tennis fields.

Question 3: What meaningful actions can be taken to more adequately address affordable housing?

- Summary:

-
- Parks and Recreation suggested having information readily available to share with individuals on where to find affordable housing.
 - Inner City Visions emphasize on policies that would include incentives for apartment owners to utilize apartment units for low-income populations
 - Fair Housing stated that affordability remains a major issue statewide, with access to affordable housing being a top priority. Ensuring families are housed, rather than becoming homeless, is crucial. Rent stabilization is of particular interest, as many face challenges in securing affordable housing due to long waiting lists. It is essential for individuals to get on these lists early. Additionally, clients can be referred to available affordable housing units, though the demand continues to outpace supply.

Question 4: How can we ensure that the needs of the City's most vulnerable populations are adequately met (LMI families, seniors, homeless, persons w/disabilities)

- Summary: Azure Development
 - New Start suggested thorough assessments done in different sectors of the City, and to partner with nonprofit and for-profit corporation

Question 5: Do you feel there is an issue with internet access?

- Summary:
 - New Start believes that the City needs better service, lower cost internet providers in the area, and for AT&T to continue expanding their fiber optic throughout the City.
 - Parks and Recreation stated that it's important to announce the WIFI access program for its residents. There is a need to distribute flyers to spread the word and provide password information to the community. Marketing materials are essential to ensure residents are aware of this resource. Additionally, Spectrum charges low-income clients more than those in affluent areas like Beverly Hills, highlighting a need for affordable internet options. To address this, a technology class could be offered at the senior center, and efforts should be made to connect with local schools to further support digital inclusion.

Question 6: What do you feel are the City's Priority Needs for CDBG and HOME funds over the next 5 years?

- Summary:
 - New Start thinks Affordable Housing and creating public parking spaces to take advantage of the empty lots around the City are top priorities.
 - Parks and Recreation thinks homelessness, gang prevention, and affordable housing are the top priority needs. There are many families who live in their car every day.

-
- Fair Housing Foundation believes in expanding the Fair Housing Services. The organization faces significant challenges in providing counseling on critical housing issues, such as understanding rent increases, eviction notices, and their implications. They also assist residents in navigating how to request necessary repairs related to habitability and explore tenants' rights to reasonable accommodations and modifications. The foundation helps with investigating housing complaints and advising on how to engage Code Enforcement and the Health Department for repair requests. Additionally, they offer guidance on tenant rights and responsibilities, including access to Legal Aid for issues like unlawful detainers and small claims. The foundation plays a vital role in ensuring tenants understand their protections and have the support needed to address housing challenges.

GROUP 3: HOMELESSNESS

Question 1: In your opinion what are the challenges you face providing services over the next 5 years?

- Summary:
 - Inner City Vision stated that the primary challenge to providing services is the lack of funding and the lack of permanent housing. There is a critical need for additional funding to expand programs, build more affordable housing, and allow for more hours of service. There is a need to scale services on a 5-year plan with clear paths for prevention, intervention, and outreach to keep people from becoming homeless. Many homeless people struggle with substance abuse, and some are undocumented making it difficult to find housing placement in the current system. There will be an increase in demand for services, the goal is to end homelessness in 5 years, but it's difficult due to economic and political pressure.

Question 2: Do you know of any community facilities or public improvements needed in the City? (parks, streets, flood prone areas, ADA improvements, facilities for youth/senior)

- Summary:
 - Inner City Vision stated there is a strong need to improve lighting in specific areas around the park zones, as well as along well-trafficked streets on the outer edges of the City, including the border streets of Vernon, Los Angeles, Maywood, and South Gate. Upgraded lighting would enhance safety and accessibility. Salt Lake Park, the City's largest park, would greatly benefit from renovated restrooms and much-needed lighting improvements. Additionally, a trauma prevention initiative is essential to support at-risk children in the community who are unable to afford sports and recreational activities, providing them with positive alternatives and support. More specifically, there is a need for a activity

facility for at risk youth since there is no trauma prevention at school to prevent children from joining gangs.

Question 3: In your opinion what are the barriers that exist to finding permanent affordable housing?

- Summary:
 - Inner City Vision stated barriers to finding permanent affordable housing include an insufficient supply of affordable units, exacerbated by a lack of subsidies, incentives, and zoning changes that restrict development. Local zoning laws and complicated permitting processes further delay the creation of affordable housing, while high construction costs and limited financial incentives make it difficult for developers to build. Financial barriers such as poor credit or prior eviction records also prevent many individuals from accessing available housing. Anti-discrimination law needs to be enforced to end discrimination based on race, gender, or disability and educate landlords. Additionally, there is a lack of targeted housing options for specific groups, such as women with children, individuals with substance abuse issues, and pet owners, leaving them especially vulnerable.

Question 4: What are some of the meaningful actions that can be taken to more adequately address homelessness in the City?

- Summary:
 - Meaningful actions to address homelessness in the City can include creating policies that prioritize affordable housing development and provide support for vulnerable populations. This could involve working with landlords and housing management to establish agreements that reserve a portion of rental units for individuals experiencing homelessness or at risk of homelessness. Policies should focus on providing housing with supportive services, such as mental health care, substance abuse treatment, and job training. Additionally, creating incentives for landlords to accept tenants with barriers like poor credit or prior evictions, alongside tenant protection laws to prevent discrimination, would help ensure housing stability. Streamlining the permitting process for affordable housing and offering financial assistance to both tenants and developers can further aid in addressing homelessness effectively.

Question 5: How can we ensure that the needs of the City's most vulnerable populations are adequately met (LMI families, seniors, homeless, persons w/disabilities)

- Summary:

-
- Conducting comprehensive community assessments will help identify specific needs, while partnering with community-based organizations can provide direct insights and feedback from those most affected. Improving accessibility and infrastructure, particularly in housing and public services, is essential for ensuring these populations have equitable access. Strengthening community engagement by involving vulnerable groups in decision-making processes will help ensure their voices are heard. Expanding homelessness prevention programs and providing subsidiary housing options for the most vulnerable families can reduce displacement and prevent homelessness. Additionally, connecting seniors and undocumented families to existing resources and services will ensure they can access the support they need to thrive.

Question 6: Do you feel there is an issue with internet access?

- Summary:
 - There are still some spaces and families that need access to the internet. However, the Parks does have public access to WIFI. The rest of the City will follow soon, and families will no longer have to struggle and pay \$50-\$90 for Wi-Fi at home.

Question 7: What are the City's Priority Needs for CDBG and HOME funds over the next 5 years?

- Summary:
 - First, affordable housing preservation and development must be a top priority, with a particular emphasis on creating low-income housing for families, not just individuals. This includes repurposing single-family homes into multi-family housing, like initiatives across other Los Angeles cities. Additionally, homelessness prevention and support services will need continued funding to help address and reduce homelessness in the community. Youth and senior services should also be prioritized, ensuring that development and accessibility meet the needs of these groups. Ultimately, the City should focus on affordable housing and enhancing services to support vulnerable populations across the community.



CITY OF HUNTINGTON PARK
Analysis of Impediments
2025-2029

OUTREACH RESULT

Community Needs Survey

October 15, 2024, to November 15, 2024



HUNTINGTON PARK
THE CITY OF PERFECT BALANCE *California*



COMMUNITY NEEDS SURVEY

The City of Huntington Park conducted a community survey from October 15, 2024, to November 15, 2024, to gather input for the City's 2024-2029 Consolidated Plan. A total of 291 residents participated, with 237 responding in English and 54 in Spanish. The survey included 23 questions aimed at gauging public opinion on priority goals for the upcoming planning cycle. Topics covered in the survey ranged from housing and community facilities to homeless housing, neighborhood improvements, community service needs, broadband access, and disaster preparedness. The result of this survey provides valuable insights into the needs and priorities of the community.

THEMES

Affordable Housing

1. Owner occupied housing rehabilitation
2. Increased Senior housing units
3. Construction of new affordable rental housing
4. Low barrier to affordable housing development
5. Affordable rent

Public Services

1. Neighborhood crime prevention: Safety: Increased crime, car thefts, and homelessness
2. Park and Recreation programs
3. Law enforcement services
4. Needed elderly services
5. Afterschool Program

Homeless Populations Needs

1. Permanent supportive housing with social services
2. Rent/utility payment assistance
3. Emergency/overnight shelters

Public Facilities and Improvements.

1. Street/Alley/sidewalk improvements
2. Safety improvement (street lighting, traffic calming)
3. Tree planting and urban greenery
4. Poor condition of parks, roads, and public spaces
5. Flood prevention in areas near Los Angeles Rivers and streets such as Pacific Blvd, Florence, Firestone, and Gage Ave
6. Parking
7. Salt Lake Park Improvement

Economic Development

1. Job creation/ job generating businesses

2. College readiness programs
3. Job readiness programs
4. Available jobs near home

Fair Housing Services

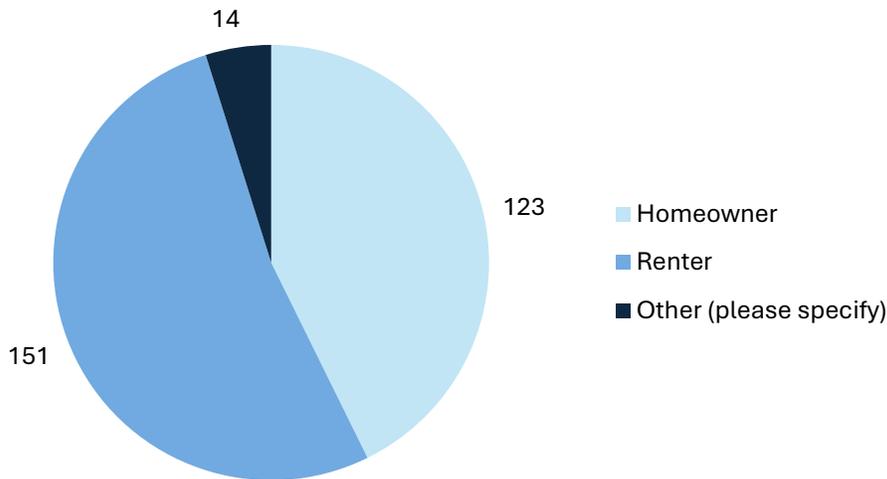
1. Family/Children
2. Race
3. Anti-discrimination education and enforcement

Broadband

1. Affordability
2. Expanding Broadband Infrastructure
 - a. Southeast Huntington Park, Specific Street: Arbutus Ave, Stafford Ave, Malabar St
 - b. Public Spaces: Salt Lake Park and Walnut Park
3. More Service Providers

SURVEY RESULT

1. Are you a resident of the City?



A total of 288 participants responded to the question and 3 skipped. Many of the participants are renters at 52% and 43% are homeowners. A total of 14 survey respondents selected others, making up 5% of the total. Those who selected others include residents who reside with their families, work in the City, and one was forcibly evicted.

Below is the breakdown of respondents who answered other:

Resident

- Resident
- Living with family who are homeowners in Huntington Park
- Member of my household is the homeowner
- Lived there previously. Family lives there now.
- 20 years
- Living at parent's property
- Raised in HP
- Live with family
- Living with parents because I can't afford to move out
- Been in H.P since the day I was born
- Resident

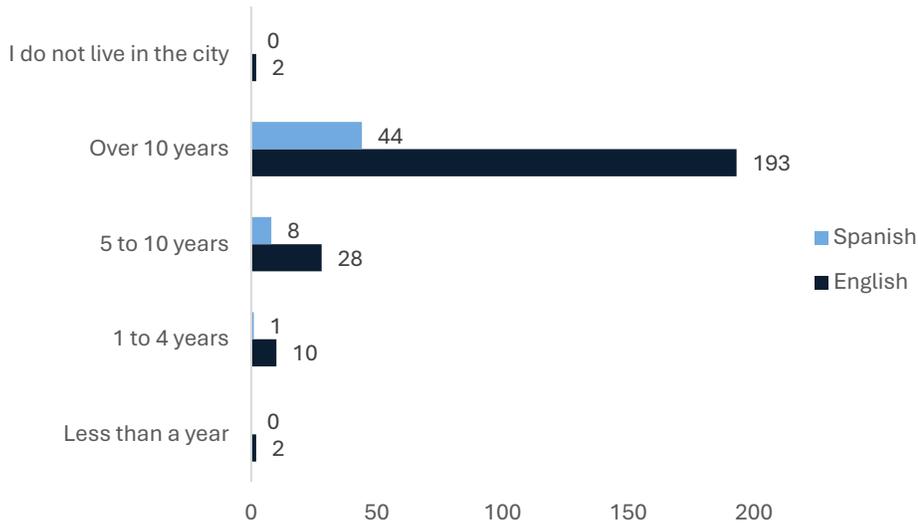
Work

- Business
- I work for HSA Home Delivered Meals which services Seniors in the City.
- First Baptist Church of Huntington Park

Evicted

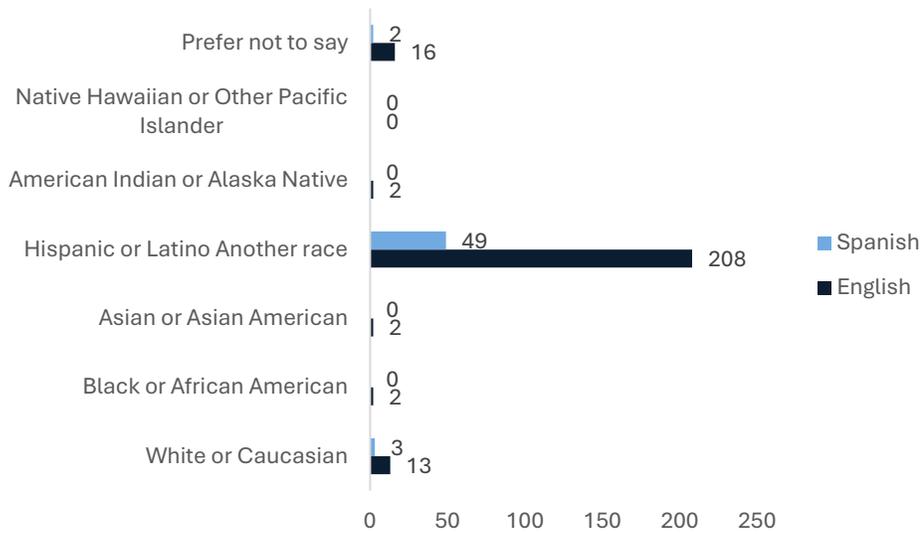
- Was forcibly evicted

2. How long have you lived in the City?



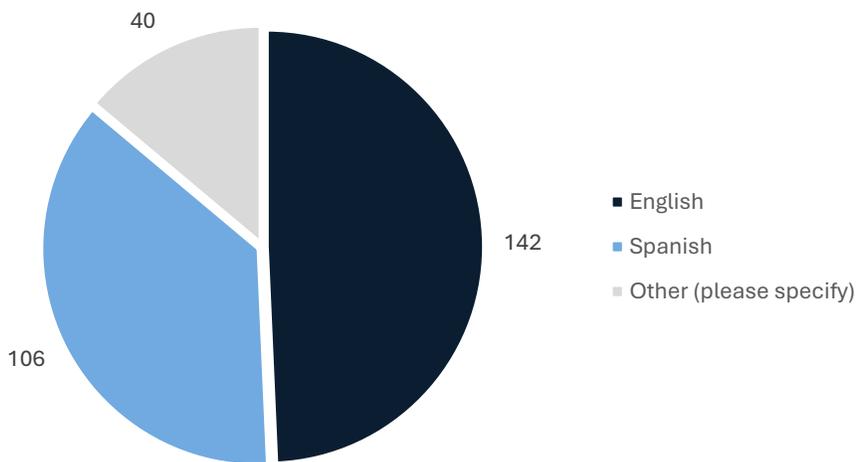
A total of 288 participants responded to the question and 3 skipped. The majority of respondents have lived in the City for more than 10 years totaling 237 residents making up 82% of the total count. People who lived in the City between 5 to 10 years totaled 36 and making up 13%, 11 people lived in the City between 1 to 4 years, 2 less than a year, and 2 who do not live in the City.

3. What is your race/ethnicity?



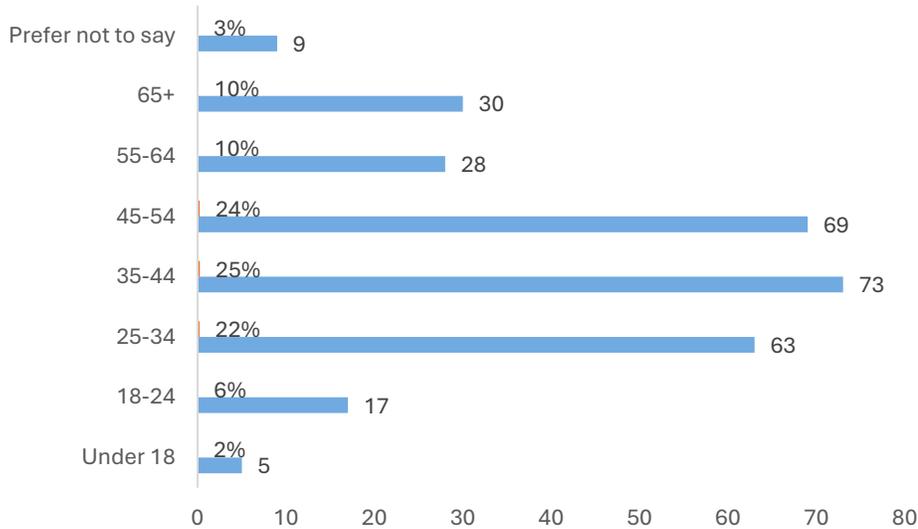
A total of 287 respondents answered and 4 skipped this question. Most of the participants are of Hispanic or Latino origin, making a total of 257 people, which is 89% of the total. White total to 16 people, there were 2 Asians, 2 Blacks, and 2 American Indian. 18 of the respondents chose not to say.

4. What languages do you speak at home?



Most of the participants speak English at home totaling to 142, making up 49% of the total. There were 106 who responded that they speak Spanish at home which is 37%. There were respondents chose to specify other languages making up 14% and all of them speak both English and Spanish at home.

5. How old are you?



A total of 289 respondents answered this question and 2 skipped it. The number of people who are between 25-34, 25-44, and 45-54 make up 75% of the total respondent. Most of the people are between the age 35-44, totaling 73 people (25%), 69 people (24%) are between 45-54.

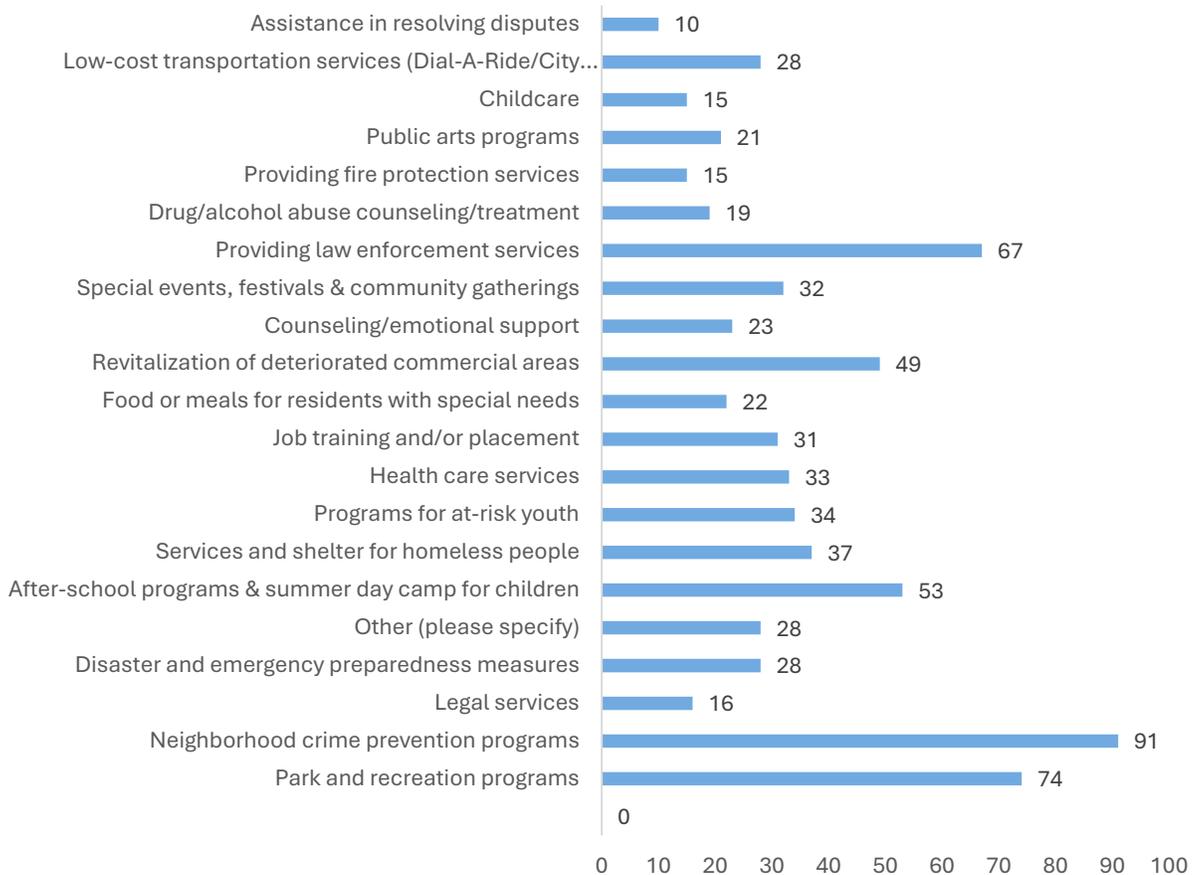
6. Please indicate the top three (3) social services that you feel should receive financial support from the City.

Result:

- Neighborhood crime prevention
- Park and recreation programs
- Law enforcement services

There was a total of 279 respondents for the question and 12 skipped. There was a total of 237 English and 54 Spanish respondents. The top three social services that participants feel are priority needs are neighborhood crime prevention programs, park and recreation programs, and law enforcement services.

The top 3 priorities between English and Spanish respondents vary slightly. When looking at English respondents, 91 support neighborhood crime prevention, 74 support Park and Recreation Program, and 67 support law enforcement services. The top 3 priorities for Spanish respondents are park and recreation program (22), neighborhood crime prevention (16), and legal services (14). Both English and Spanish respondents strongly support neighborhood crime prevention and parks and recreation program.



Below is the breakdown of respondents who answered other:

Special Needs (9)

- Senior Citizens Programs
- Health programs for elderly residents
- More handicap access. Wheelchair
- Elderly services
- Disabled people
- More handicap access. Wheelchair
- A program for income control for retirees
- Community Exercise for Seniors

Street Beautification (16)

- More greenery and clean streets
- Solutions to address quality of life issues. Focus on beautifying the community, parking, etc.
- More greenery, ex: more trees
- Climate Change Services
- Cleanliness of the City
- More greenery and clean streets
- Clean streets
- More greenery, ex: more trees
- City beautification
- Cleanliness of the City
- Clean streets
- Maintenance there is trash all over our City.
- Cleanliness of the City
- Street repair
- Clean streets
- Safety, cleanliness, benefit for schools

- entertaining and physical activities for the community

Parking (9)

- Parking issues
- Parking issues.
- Parking enforcement
- Street speed bumps
- More parking enforcement and police patrols
- Parking
- More patrolling our area
- Parking Stations
- Parking enforcement, parking permits, public parking

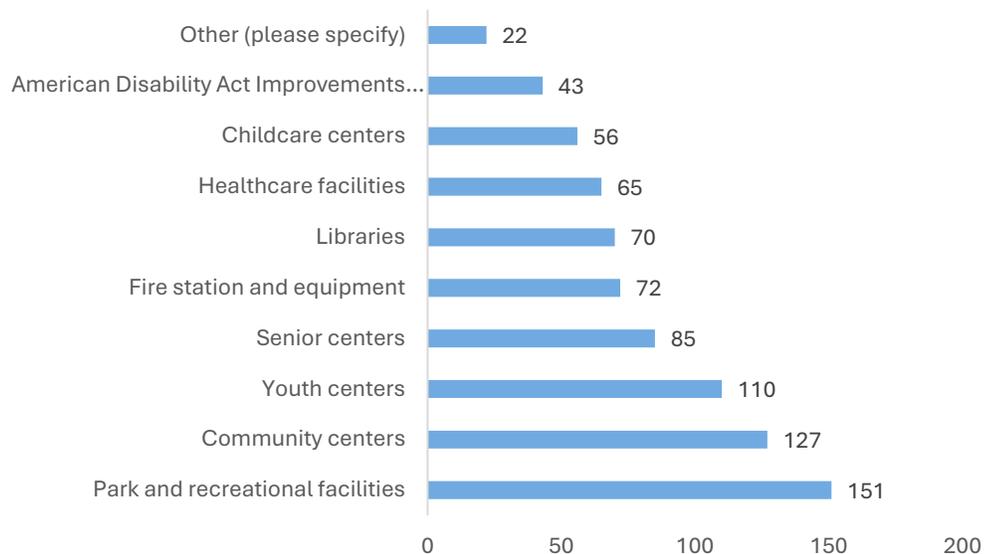
Other

- Too many thefts
- Huntington Park Renter Care Services
- Rebuild playground at Salt Lake Park
- Bring back the City fair.
- Huntington Park Renter Care Services
- Pet Park
- Citizenship and Human Resources Classes
- Tenant Protection. You don't have any protection, that's why landlords abuse us tenants

Home Repair (2)

- Home inspectors at hp who have owners fix damage
 - Home repair assistance
- Low-cost home repair support for homeowners

7. Choose up to three (3) of the most critical community facilities needed in your community.



Result:

1. Park and recreational facilities
2. Community center

3. Youth center.

There was a total of 271 respondents to this question and 20 skipped. Out of the respondents 221 were in English and 50 in Spanish. Based on the poll, the top three priority community facilities needed in the community are park and recreational facilities, community center, and youth center.

When looking at priority for English and Spanish survey responses, the top 3 priority goals for both are the same. In English, 125 respondents chose park and recreational facilities (57%), 103 for community center (47%), and 92 for youth center (42%). In Spanish, 26 chose park and recreational facilities (52%), 24 for community center (48%), and 18 for youth center (36%).

Additionally, 22 respondents chose to answer other, the specific comments are listed below:

Hospital (2)

- Build a better Hospital in Huntington Park
- Another hospital because the community hospital is not enough

Crime Prevention (3)

- Police..
- police patrol
- crime watch/prevention

Community Center (6)

- Salt lake park
- Community garden
- Information Centers for the residents of Huntington Park
- Recreation centers such as community pool
- Swimming pool
- Swimming Pool

Youth (2)

- School Tutoring Centers
- Job training for youth

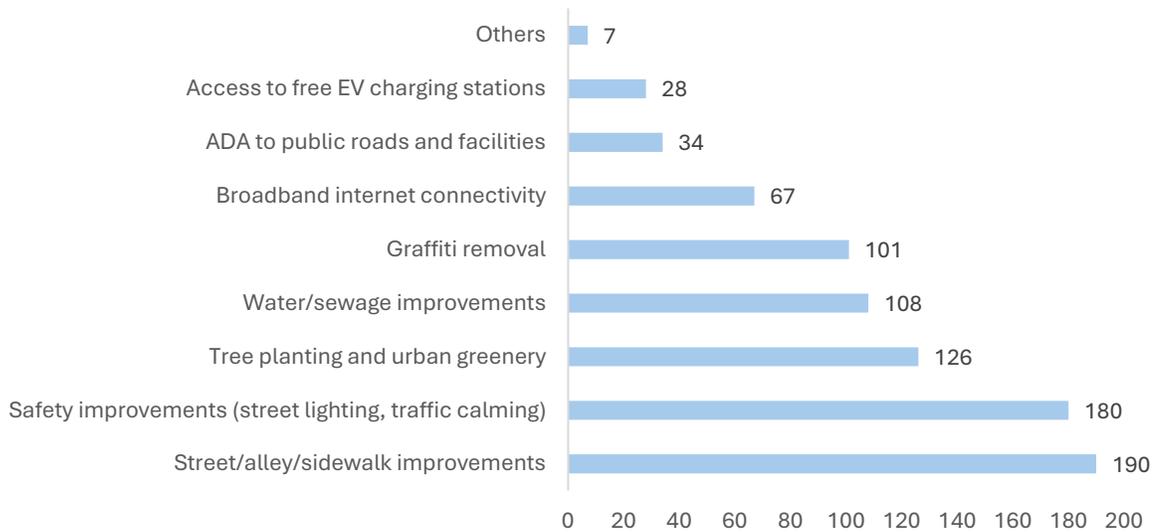
Street Parking (3)

- Better street parking
- Spacious for parking cars
- Erase the small red lines. (Parking)

Other

- Veterans Services
- Help for people's pets
- Homeowners Fly Protection
- Bible study centers in the library or municipality. We are here to serve you
- Homeless shelters too many homeless in the City

8. Choose up to three (3) of the most critical infrastructure needed in your community.



Result:

1. Street/Alley/sidewalk improvements
2. Safety improvement (street lighting, traffic calming)
3. Tree planting and urban greenery

There was a total of 271 respondents to this question and 20 skipped. Out of the respondents 221 were in English and 50 in Spanish. Based on the poll, the top three priority community facilities needed in the community street/alley/sidewalk improvements, safety improvement (street lighting, traffic calming), and tree planting and urban greenery.

When looking at priority for English and Spanish survey responses, the top 3 priority goals for both are the same. In English, 152 advocated for street/alley/sidewalk improvements (64%), 147 for safety improvement (street lighting, traffic calming) (62%), and 101 to tree planting and urban greenery (43%). In Spanish, 38 advocated for street/alley/sidewalk improvements (70%), 33 for safety improvement (street lighting, traffic calming) (61%), and 25 to tree planting and urban greenery (46%).

Additionally, 7 responded to others, the specific comments are listed below:

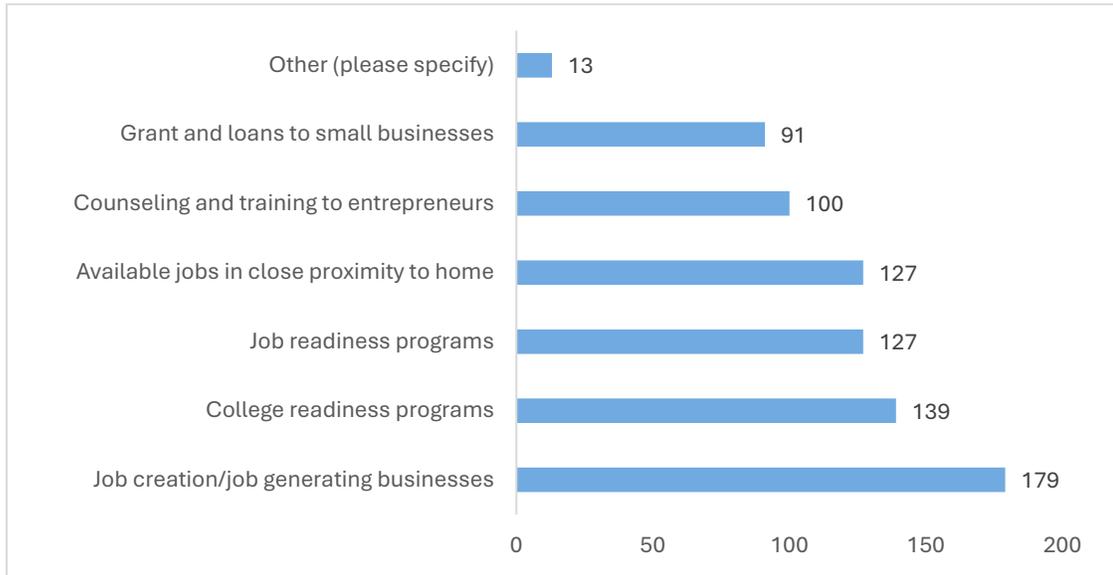
Safety (3)

- More security at night in the streets and alleys
- Increased police surveillance, lots of vehicle thefts
- Gang

Others

- Protect pets for pets (how much does a pet have to pay to the homeowner) do pets pay rent?
- Improved the main Boulevard street with better shopping, restaurant, movie theater.
- Help for older adults
- Eliminate Large Garbage at Banquet

9. Choose up to three (3) of the most critical economic development needs in your community.



Result:

1. Job creation/ job generating businesses
2. College readiness programs
3. Job readiness programs
4. Available jobs near home

There was a total of 266 respondents to this question and 25 skipped. Out of the respondents 217 were in English and 49 in Spanish. Based on the poll, the top three priority critical economic needs in the community are job creation/ job generating businesses, college readiness programs, job readiness programs, and available jobs near home.

When looking at priority for English and Spanish survey responses, the top 3 priority goals for both are slightly different. In English, 144 people responded job creation/ job generating businesses (61%), 114 college readiness programs (48%), and 104 available jobs near home (44%). In Spanish, 35 advocated job creation/ job generating businesses (65%), 25 college readiness programs (46%), and 28 job readiness programs (52%).

Additionally, 13 responded to others, the specific comments are listed below:

- | | |
|---|--|
| <p><u>Housing (2)</u></p> <ul style="list-style-type: none"> • affordable housing. • Housing Support/Workshops | <p><u>Others</u></p> <ul style="list-style-type: none"> • We have the highest taxes in our area, but our City does not reflect that. • Salt lake park |
|---|--|

Jobs (2)

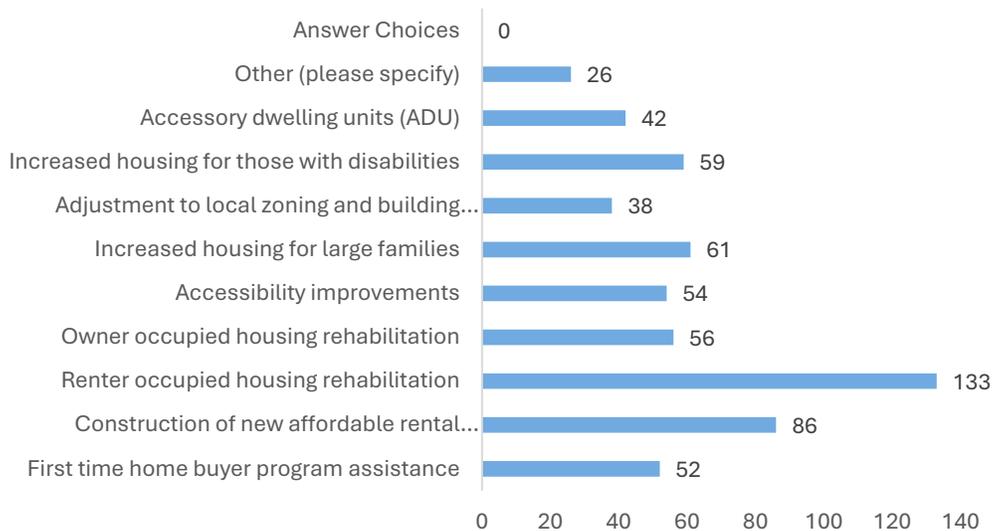
- Ada jobs
- Bring more high-tech jobs to the area

Add Business (2)

- Revitalize pacific. Open chain restaurants/ name stores. Make it open shopping area like Pasadena
- Creating new businesses or stores in peaceful light compared to years ago

- Veterans Services
- Good nutrition programs
- DACA recipient funding for higher education
- Victim of Violence
- We have the highest taxes in our area, but our City does not reflect that.
- More parking for apartment people because homeowners have their parking and take their cars out and inside alone and we don't have parking

10. Choose up to three (3) of the most critical housing needs in your community.



Result:

1. Renter occupied housing rehabilitation
2. Increased Senior housing units
3. Construction of new affordable rental housing

There was a total of 252 respondents to this question and 39 skipped. Out of the respondents 208 were in English and 29 in Spanish. Based on the poll, the top three priority critical housing needs in the community are renter occupied housing rehabilitation, increased senior housing units, and construction of new affordable rental housing. However, when looking at priority for English and Spanish survey responses, the top 3 priority goals for both are very different.

In English, the top three priorities are renter occupied housing rehabilitation, increased senior housing units, and construction of new affordable rental housing. There were 120

who responded to renter occupied housing rehabilitation (50%), 95 to increased senior housing units (40%), and 72 to construction of new affordable rental housing (30%).

In Spanish, the top three priorities are increased senior housing units, first time home buyer program assistance, and new affordable housing units. There were 31 who responded to increased senior housing units (57%), 16 to first home time buyer assistance (39%), and 14 construction of new affordable rental housing (26%).

Additionally, 13 responded to others, the specific comments are listed below:

Parking (6)

- Parking problems
- Parking
- Parking restrictions/ and more towing n ticketing
- Parking for vehicles
- No Parking too Many cars
- Apartments exist without available parking and new ones are built. Single family homes have become multigenerational due to economic reasons without adequate parking for the residents. New housing developments should have appropriate parking.

Affordable Rent (4)

- Rent Control
- Rental housing inspection program
- Pass rent control in Huntington Park
- Stop cash for keys offers/ stop gentrification in HP/ actually make renting affordable not evict old tenants

Affordable Housing (5)

- Affordable housing
- Affordable housing
- Rezone abandoned shops into housing
- multifamily housing units
- Affordable housing for working families, not just for those that are surviving off benefits.

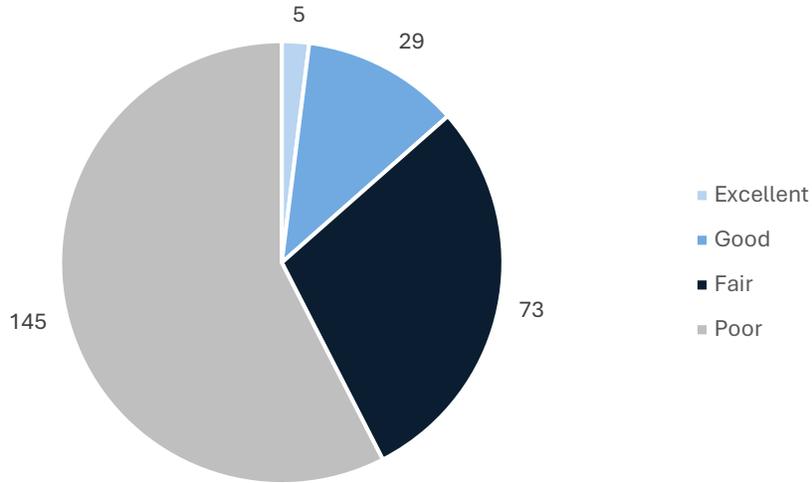
Home Repair Program (2)

- Home repair assistance, home maintenance assistance for people with disabilities
- Owner occupied housing rehabilitation that won't trigger reassessments

Others (3)

- landowner standards and regular reviews of property
- City to hold HOA community to fix their areas.
- Removal of unused communication cables.

11. How would you rate the availability of affordable housing options in your community?



There was a total of 252 who responded to this question. We received 208 responses in English and 44 responses in Spanish. The majority of the respondents believe that the availability of affordable housing in the community is poor, 145 responses which accounts for 50% of the total. There were 73 who think that the availability of affordable housing in the community is fair, which accounts for 25%.

12. In your opinion, which neighborhoods or areas within your community face the greatest housing challenges? (Please Specify)

There were 127 participants who responded to this question. Most of the respondents believe that the whole City faces housing challenges, The main issue is the lack of affordable cost of housing in the City and many want to see rent control taking place. Residents are seeing that landlord charging a high rent with substandard quality and lack of parking spaces. Specifically, an area that is a major concern for residents is Pacific Blvd. Other notable areas include Randolph, Florence, and Santa Fe.

All of Huntington Park (34)

- Huntington Park, CA
- the entire City
- Most of the City
- All of Huntington Park
- All HP
- All of it
- All areas
- all of HP
- Huntington Park
- All City
- All the community
- All
- All
- All over Huntington Park
- Huntington Park
- Huntington Park
- All City
- all Huntington Park
- Huntington park
- Hp
- The whole City
- Whole City
- Huntington Park
- Huntington park
- Condominiums in hp
- all

- Huntington Park housing is no longer affordable, and it is limited.
- All of Huntington Park has very little affordable housing.
- In my opinion, most areas are facing challenges because there is too much rental demand and too little space
- This is a difficult question to answer as the City needs minor improvements that would make a huge difference.

Pacific Blvd (10)

- The homes in the Pacific Blvd. area Pacific Blvd area
- Pacific Blvd area
- West of Pacific Blvd
- From Pacific to miles (west & east bound), from Florence to Randolph (north & south bound)
- Area around Pacific Blvd everywhere, but mainly around Pacific.
- Smaller streets near passing Pacific Ave.
- Areas closer to Pacific Blvd
- Along Pacific Blvd.
- Pacific Blvd

Other Areas (13)

- Slauson between miles and Seville. Slauson business and street need a lot of improvement
- Middleton street. All are really expensive rent, and we never have parking
- Northwest and northeast
- East quadrant of HP
- the strip
- green areas
- Downtown
- Hometown and condos
- Areas Near Schools

- All. The entire City seems overcrowded.
- All of HP should have fair affordable housing

- Everywhere there is no affordable housing.
- I feel housing in general is scarce throughout HP. There are few rental vacancies, and those that do exist are inadequate

Randolph (2)

- Behind Huntington Park high school. Residential street along Randolph street.
- Randolph/Bear

Florence (5)

- Florence/Seville, Pacific Blvd/ 55th st.
- The Florence and Templeton and Stanford Area
- Seville y Florence
- Homeless problem on Florence effects property value.
- Florence, State Street and Pacific Blvd.

Santa Fe (5)

- Santa Fe y Alameda
- Housing that borders Santa Fe or Alameda
- The western portion of our City by Santa Fe Ave
- Through the Santa Fe and Randolph area. There are not even parking lots
- Santa Fe y Alameda

Areas Bordering the City (8)

- Walnut park
- Walnut Park
- Border line more crime in those areas
- areas bordering Maywood with high congestion
- Huntington Park, Bell, Maywood

- Gang infested neighborhoods
- The area by City hall has a notable amount of unhoused people.
- Neighborhoods with most apartments
- Salt lake park need to be built back
- Area with factories in them. A lot of empty lots that could be used for housing or business.

No Response (8)

- ldk
- None
- N/A
- N A
- Don't understand the question.
- Unsure
- I do not know.
- None.
- Unsure.

Overcrowded Apartments (4)

- Stop building multi-level apartment buildings in HP. We are already densely populated and struggling with parking shortage. Push back against Sacramento. No ADU'S.
- Overcrowded apartments
- Some areas are affected by little space and many people living in that area
- Apartment buildings often don't have the resources for bigger families. There is also an issue with a lack of parking spaces in many areas of Huntington Park.

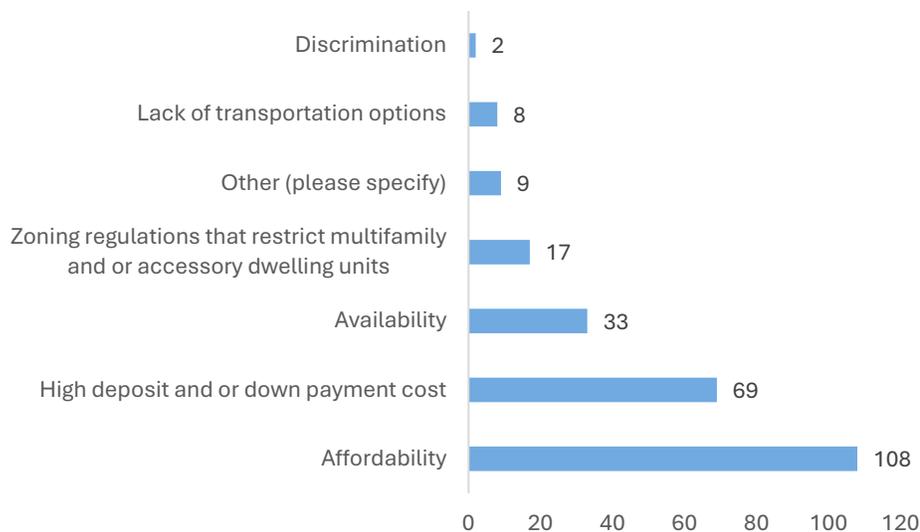
High Cost of Housing (19)

- Cost of Housing
- Areas where new construction occurs. Increased housing costs monthly increase, as opportunities take advantage.
- Tenants do what they want because they know they will be jeopardized.
- The whole City needs help with regulating rent and rent control. Landlords are charging way too much money for housing that sometimes isn't even that great.
- more there is not enough
- Each area has its challenges, but housing prices and rent costs are far too high and we're at risk of gentrification if those who have lived here for years are priced out.
- I have witnessed many multi-generation families still living together because they are unable to move out on their own. Many of these families are working individuals but still are unable to afford rent. There is not assistance for those that right above the poverty line.

- HP/Bell//Vernon/Los Angeles county
- Vernon/HP borderline and LA/HP borderline
- Border of Huntington Park and walnut
- **Parking (5)**
- Parking
- We need handicap parking spaces in all streets of HP.
- no parking.
- Parking
- Neighboring cities park in our cities due to lack of parking
- **All of Los Angeles (4)**
- All Los Angeles
- Southeast Los Angeles
- All of SELA
- Los Angeles City

- Old tenants (especially those of undocumented status) are currently facing evictions across HP. It's one to approve more housing and another to not see the consequences of landlords taking advantage of this situation to evict old-time tenants to put new tenants with rents above the average rent.
- Affordable rent in decent homes/appt. Not quite sure how landlords get away with the living conditions from some of these properties
- Apartment Dwelling
- Rent for apartments is very high and there is no parking available.
- Exaggerated high costs of rent collection
- Extreme rent expensive.
- Expensive rent collection
- The rent is expensive and there is no parking
- The City of Huntington Park is facing excessive rent charges (we need clear language of. Rent is paid per bedroom, 2 bedrooms, 3 bedrooms - studios - houses - for owners do not charge high prices and they have rent control).
- Price
- Most of the City is paying so much rent for buildings that lack improvements.
- Basically, the rent or sale housing way to for anyone to afford.

13. Which of the following do you believe are the most significant barriers to accessing housing in your community?



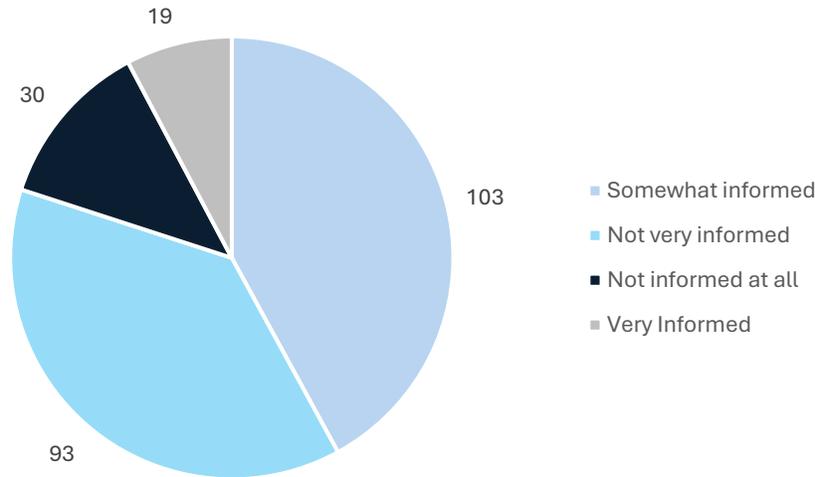
Result:

1. Affordability
2. High deposit and down payment cost
3. Availability

There was a total of 246 respondents to this question and 45 skipped. Out of the respondents 202 were in English and 44 in Spanish. Based on the poll, the top three

significant barriers to accessing housing in the community are affordability, high deposit and down payment cost, and availability.

14. How informed do you feel about your rights and responsibilities as a tenant or homeowner in your community?



There was a total of 245 respondents to this question, 202 in English and 43 in Spanish. From the total, the majority (42%) of the respondents feel that they are only somewhat informed. 38% of the respondents are not very informed. Additionally, English and Spanish respondent feel differently about how they are informed about their rights.

The majority (56%) of Spanish respondents feel that they are not very informed and 33% feel somewhat informed. Meanwhile, 43% of English respondents feel somewhat informed and 38% are not very informed.

15. Which of the following factors do you believe contribute to housing discrimination in your community?

Result:

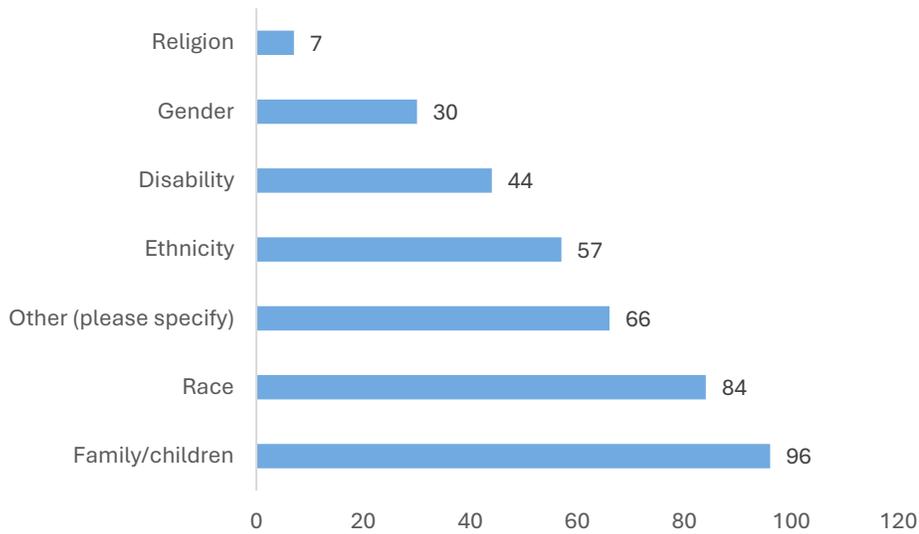
1. Family/Children
2. Race

There was a total of 222 respondents who answered the question. The respondents feel that family/children and race are the top two reasons for housing discrimination.

There was 66 people who responded others, the summary of those comments are below:

The most common factors contributing to housing discrimination in Huntington Park are income and economic status, legal and immigration status, age, and pet-related issues.

The primary concern is the affordability of housing, which affects both renters and potential homeowners.



Income (13)

- Income
- Age and Income
- Income
- Income
- Socioeconomic status
- Income
- Income
- Income
- Income
- Income
- Economic status
- Earning income asking up to 3 times wage
- Financial background
- Financial

Legal Status (3)

- Legal residential status
- Legal status
- immigration status

Age (3)

- Age
- Age
- Age; young adults

Other

- Humanity
- Language barrier
- Local government

Pets (7)

- having my puppy (the owner wants to charge rent to my puppy) and harasses my parents
- Pets, landlords ask us for pet insurance and pay pet rent
- Homeowners don't have pets my pet is my family I don't know Where to get help
- Pets that are not in the contracts (harass us)
- Pets (do landlords want us to charge rent for having pets or insurance? (Having clear language that says dogs is dangerous? And how much will be paid for insurance)- as well.
- having my puppy (the owner wants to charge rent to my puppy) and harasses my parents

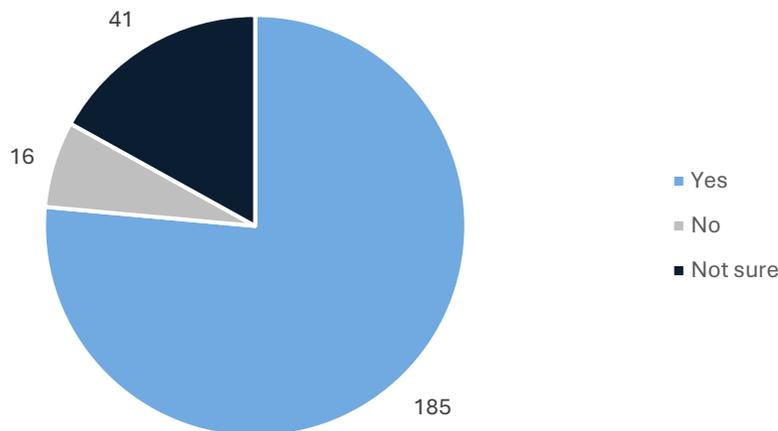
Affordability (11)

- Excessive rent increase
- affordability
- Affordability
- Affordable
- Price.
- The only factor that may lead a property owner from renting to an individual is the fact that the tenant may not be responsible in paying for their own housing
- Affordability
- Affordability
- Pricing and high barrier of entry
- affordability
- In our area I don't think we have a discrimination problem. We have an affordability problem, for both buyers and renters.

None (17)

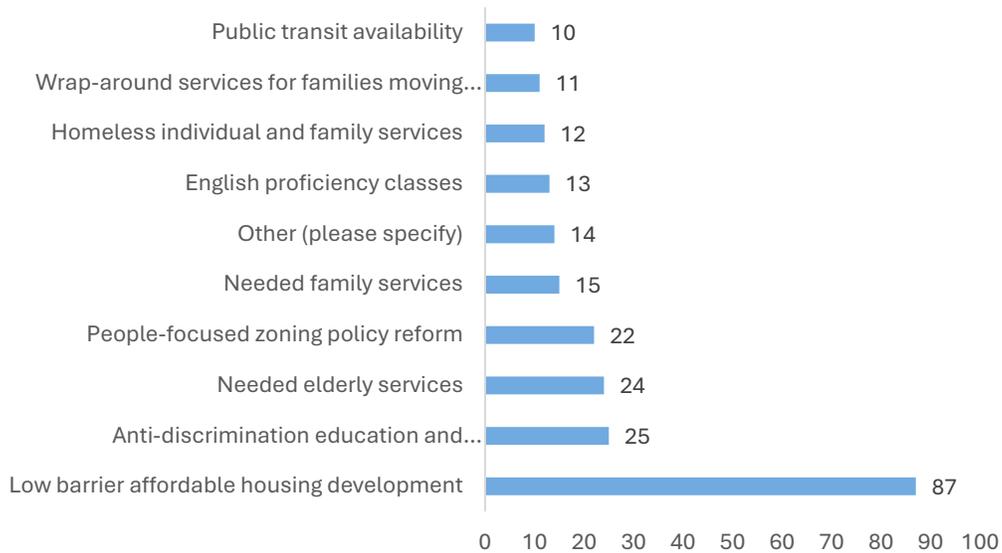
- Things are fair
- Have not experienced it
- I have not experienced discrimination
- None.
- Income
- Language spoken
- N/A
- None
- In my situation it's none of the above. My slumlord could care less about how many people, race, gender etc. live in his properties. If you show him the money, the deal is done. May I add he does not upkeep any of his properties. Many complaints registered in HP City hall of him.
- N/A
- NONE
- None
- None
- none
- None
- Don't know
- Unknown - can't say I've experienced this

16. Do you think there are disparities in access to quality housing based on income level or socioeconomic status in your community?



There was a total of 242 respondents who answered the question. The majority of respondents agree that there are disparities in access to quality housing based on income level or socioeconomic status with a total of 185 people making up 76%.

17. Which initiatives or programs do you believe would be most effective in addressing housing inequalities in your community?



Result:

1. Low barrier to affordable housing development
2. Anti-discrimination education and enforcement
3. Needed elderly services

The total respondents to this question were 233, 189 in English and 44 in Spanish. A total of 87 respondents believes that low barrier to affordable housing would be the most effective in addressing housing inequality, making up 37%.

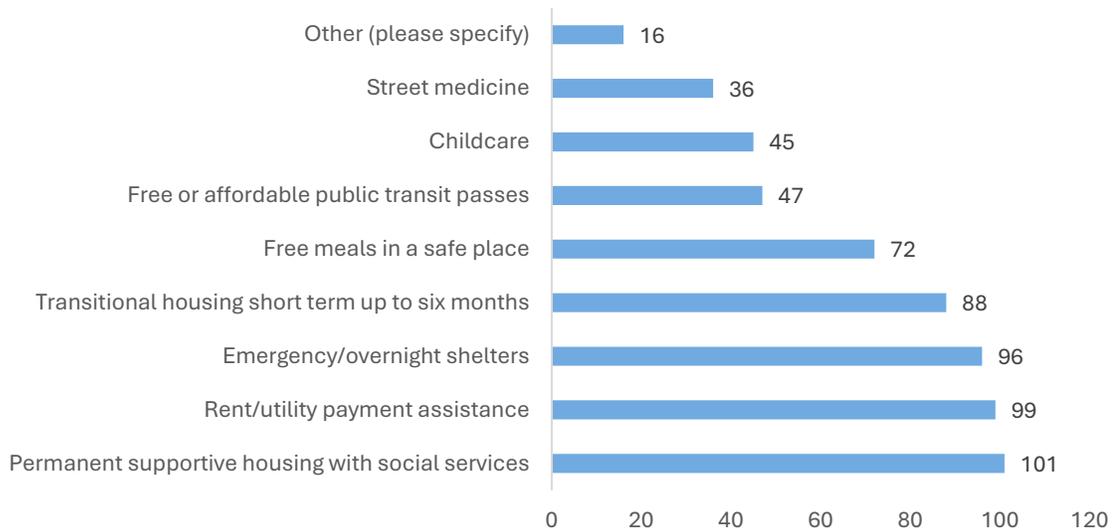
18. Choose up to three (3) of the most critical homelessness needs in your community.

Result:

1. Permanent supportive housing with social services
2. Rent/utility payment assistance
3. Emergency/overnight shelters

The total number of respondents to this question was 225, 183 was received in English and 42 was received in Spanish. The three topmost critical homeless needs in the City are permanent supportive housing with social services (45%), rent/utility payment assistance (44%), and emergency/overnight shelters (43%).

Both the Spanish and English respondents have the same top three priority. For permanent supportive housing with social services, 81 responses received in English and 20 in Spanish. For rent/utility payment assistance, 79 responses were received in English and 20 in Spanish. For emergency and overnight shelters, 76 was received in English and 20 in Spanish.



The list of answers for respondents for others is below:

Mental Health and Job Support

- Go through the streets and take them to a safe place for themselves and for the people who walk on the streets, because they are scared to see people sleeping on the street
- Rehab centers and help them find a job
- First in order to end homelessness we need to provide training, for some counseling, jobs. We can't keep funding them, they will need to go find a job and continue, maybe have follow-up training.
- Mental support
- find a way where mental illness people get help in a mental hospital

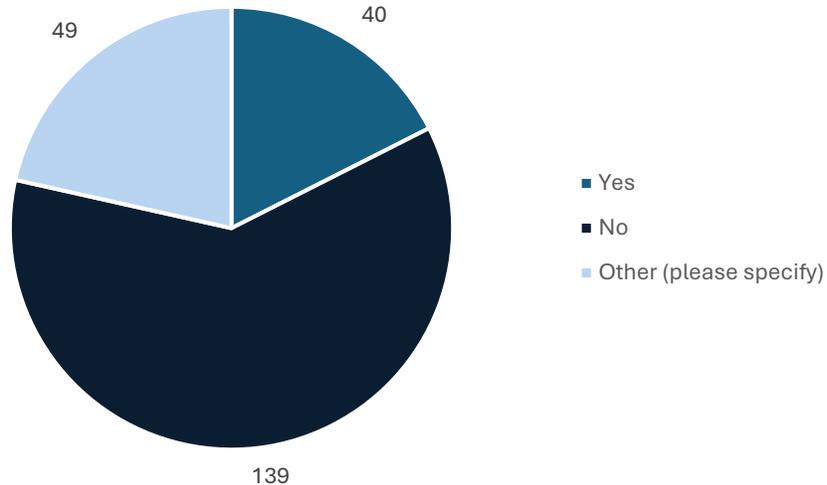
Other

- None, don't need more people on our City with extra programs
- Don't care
- None
- I have no knowledge of homeless people

None

- No loitering enforcement
- Some homeless don't want to be helped
- Public safety and cleanliness from homeless population in our community.
- Affordable housing for all individuals.

19. In your opinion, does the City provide sufficient resources and support services for homeless individuals and families in your community?



There was a total of 228 respondents to this question, 187 responded in English and 41 in Spanish, and 63 skipped. Most of the respondents believe that the City needs to provide more resources and support for homeless individuals.

Respondents agree that while there are some resources and efforts in place to assist homeless individuals and families in Huntington Park, there seems to be a significant gap in awareness of these services. Many residents are either not informed about the programs or feel that there is insufficient outreach. Additionally, there are calls for more funding to expand services and concerns about the increasing visibility of homelessness in the neighborhood.

Result:

1. Uncertainty, lack of awareness, and the need to increase outreach
2. Increased funding and support

List of respondents answered for others is below:

- | <u>Not Sure (30)</u> | | |
|-----------------------------|--------------------|-------------------------|
| • N/a | • Unsure | • Not aware |
| • not sure | • Not sure | • Not sure |
| • I don't know | • Not sure | • I'm not sure |
| • Don't know | • Not sure | • Don't care |
| • I don't know. | • Don't know | • I don't know |
| | | • I am not aware of any |
| • don't know | • I don't think so | • Not sure |
| • Not sure | • I don't know | • I do not know |
| • ldk | • Unsure | |

-
- Not sure
 - I'm not sure
 - We don't know
 - I have no knowledge
 - Unaware given little to no homeless persons seen on the streets I live near.
 - Not sure

More Funding Needed (3)

- Yes, but it needs more funding
- Yes, we appreciate your help, but the City has more needs.
- Yes, there is support but you could have more

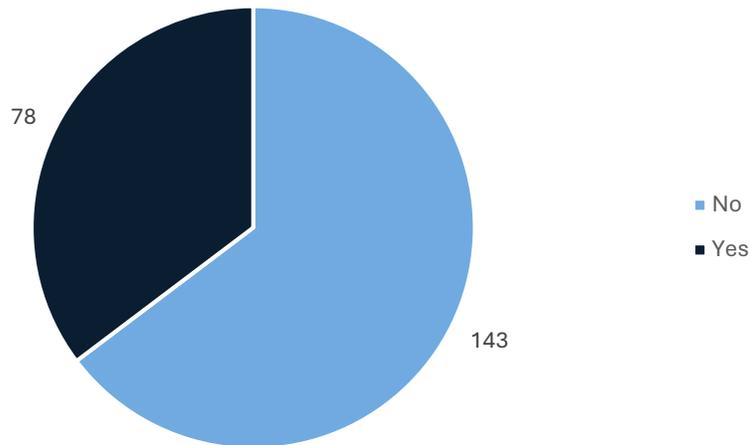
More Outreach is needed (7)

- I think they are working on it. All that remains is how to get more people to get the information
- I don't feel adequately knowledgeable to be able to give a helpful opinion, but I can say that before 2010, homeless residents were not as visible to most peoples' daily lives as they are today, fourteen years later. Put succinctly, there are either more homeless residents within City limits, or they are simply more visible for reasons unknown to me.
- I am not sure how homeless people will get information. If the City does outreach by going to encampments or finding homeless individuals on the street, then yes.
- I don't think so, we don't even have enough information on what goes on in our City.
- I am not familiar with the help the homeless get in my community
- I'm not sure what programs the City offers as I have never been in the position to have to seek the resource.
- Not aware of any resources/services for homeless individuals

Other (5)

- In some programs there great but for fixing road still needs to be a little better and having another hospital
- Huntington Park doesn't care about their residents
- The homeless population is making our community unsafe and dirty. Please clean our community of trash.
- No more housing for the homeless direct that money to education. Keep our streets clean. Stop defunding the police
- Homelessness keeps growing. New faces every week.

20. Do you feel there are any places in the City of Huntington Park that lack high-speed internet service or connectivity?



A total of 221 responded to the question, 181 in English and 40 in Spanish. Most (82%) of the respondents think that the City does not have places that lack high speed internet or service.

For those who answered otherwise, they want to have better broadband infrastructure, more service providers, and affordable access to high-speed internet in Huntington Park, particularly in areas near schools, parks, and specific residential streets. Additionally, tackling issues like signal instability and high costs would help improve connectivity.

Result:

1. Southeast Huntington Park
2. Specific Street: Arbutus Ave, Stafford Ave, Malabar St
3. Public Spaces: Salt Lake Park and Walnut Park

Responses for the questions are listed below:

Specific Streets (9)

- Arbutus Ave
- Stafford avenue
- Seville/Gage
- Santa Ana and State section
- Malabar st
- Santa Fe / Saladin
- State/Florence
- on Florence and miles
- Miles Ave by City hall
- From pacific Blvd. to miles Ave
- Randolph and pacific Ave

Schools (5)

- Near Maywood academy
- Area near San Antonio Elementary
- Around schools
- The community Around Huntington Park high school
- Near Linda Marquez high school

Parks (6)

- Parks
- Parks
- In some areas like the parks
- Salt Lake Park

Specific Areas (8)

- South Huntington Park, Borderline with South Gate
- Southeast side
- South
- Southeast HP, near South Gate
- North/East Huntington Park
- Downtown
- Out lining areas of City
- The whole district or 5 has not fast inter

- Parks
- Homes surrounding Salt Lake park, particularly worse as you get closer to the train tracks
- Verizon wireless is weak in the Huntington Park streets near Walnut Park.

Free Internet (4)

- Free internet, to bring down prices.
- Public Broadband in the whole City
- Free internet
- Low-cost internet for adults

Huntington Park City (17)

- The areas where the plane passes the signal drops. All of Southeast East Los Angeles is not broadband. We have no fiber optic frequency
- The City lacks broadband, the signal goes down when the plane passes by and 3 devices at the same time, the internet goes down in the area where he lived
- high traffic public places
- All over
- There are areas where internet does not work.
- Some areas don't have great service
- in my home and throughout the City of Huntington park
- My house
- My house. But for grabbing the internet, it's bad
- The whole community
- there are always problems with the internet
- My house has terrible Internet service
- Different housing units throughout Huntington Park
- Throughout the City, access is very poor
- It doesn't work
- Everywhere, Wi-Fi is slow or unsafe
- Have high speed internet but bad signal

Bring More Internet Provider (13)

- I have 5 months without Internet. Because the cables are allegedly stolen
- What you pay is what you get
- Have better companies
- Internet service is costly, and some may have limited high speed data
- There are no other options for the internet besides Spectrum. Some phone companies do not work in Huntington park.
- High internet prices are paid
- immigrant households

- I just know a lot of families can't afford internet and we can maybe work on improving this
- there are still people who do not have high-speed Internet, there has been
- I have to subscribe the lowest fiber internet due to pricing
- No fiber optic available for purchase
- Malabar st between Randolph and Slauson has only one internet provider which makes it a monopoly on this small area. We need more choices. Google fiber would be an amazing choice to have.
- Some streets don't have what's needed to have a high-speed internet

21. How can broadband internet access be improved? (Please Specify)

There were 118 respondents to this question and 173 skipped.

The community expressed a strong need for more affordable internet options, particularly for low-income families, with many suggesting subsidies or free access. There is also a call to expand broadband infrastructure by improving coverage, speed, and adding more towers across the City. Additionally, residents want more competition among internet providers to reduce high costs and offer more affordable options like Google Fiber.

Result:

1. Affordability
2. Expanding Broadband Infrastructure
3. More Service Providers

Among those who answered, the summary is below:

Affordability (13)

- Competition, lower prices.
- free internet for all Huntington Park residents.
- Make sure everyone can get it
- Have free access
- Yes, make it free
- Low-cost Wi-Fi
- Low-cost internet
- Low-income assets
- Every time I try to join it gives me an error code
- Give hotspot Wi-Fi to families in need. Or have some form of program with internet providers that the City can help pay or reduce the Wi-Fi cost and will be able for families to access this tool for productivity.
- Allow affordable network in
- more affordable
- Lower Prices. I only have internet because my kids need it to complete their homework
- Internet plans for qualified low-income families.

-
- Broadband and cost
 - Make more public Wi-Fi
 - More access to public Wi-Fi
 - Low cost for retirees or free
 - the prices, more programs to make the service accessible
 - With resources and help from the City
 - More affordable prices
 - Must be a good quality with lower prices
 - Make it more accessible (less expensive)
 - I liked it when there was a subsidy on internet when there was a connectivity program under Pres. Biden when he just started his term.

Bring in More Service Providers (18)

- yes, allow other internet companies to do business in HP. I have spectrum and their prices are high, and I can't move with T-Mobile which offers better pricing.
- Bring competitors, develop municipal broadband
- We need more competition of internet providers. Google fiber being affordable and fast is an example of what we should have
- There are limited options when choosing a provider. Service is expensive.
- Have more contracts with internet service companies that are willing to not charge so much for their tv services or internet services
- Have fiber internet everywhere
- having broadband and having more accessible internet providers.
- Changing the infrastructure with the latest in accessible technology and price that come to An arrangement with Internet companies
- We pay expensive and there is a poor internet signal
- Work with providers to improve coverage and expand free or low-cost programs
- Hold companies accountable to providing top service in our City.
- More Internet companies to serve the area
- More companies or services near me
- Let's get different vendors in HP- fiber optic options
- Have better company
- Certain areas I heard don't do certain internet companies
- I think internet service is very expensive
- It would be nice if internet service were lower in cost

Expand Broadband Infrastructure (27)

- Places with internet
- Have 2 or 3 people using it at once. Right now we don't have that (the signal drops when 3 devices use the internet.
- Put into more areas of the City
- We need pole cabling and proper broadband installation.
- More speed
- Speed up Wi-Fi
- Less traffic more antenna?
- Have broadband infrastructure
- Provide more hot spot points
- Get more satellite

-
- Expanding coverage
 - More towers
 - Installing what it needs to be done in every single street around the City to be able to connect to broadband internet.
 - Stronger signal City wide
Offering free access to Wi-Fi in public spaces.
 - More public notices that Wi-Fi is available and were.
 - The wiring and other infrastructure can be replaced
 - It allows access
 - Update systems
 - Needs more faster speed and more towers nearby
 - Adding free Wi-Fi in high traffic public places such as Pacific Blvd
 - more fluidity - some places are spotty, or you drop all together
 - High-powered distributor antennas.
 - More internet towers
 - More than what is available More places to access Internet
 - Improve existing infrastructure
 - Ideally, it would be accessible everywhere within City limits. I don't personally use it, and as such, am unaware as to the service parameters or its ubiquity, however faster service and more access to residents within HP (at reasonable cost to the municipal budget) is what I'm inclined to support.
 - I should put more devices. so that we have internet anywhere. for rent place

Broadband Availability in Public Spaces (27)

- Should internet access really be a priority right now?? Maybe make internet accessible in public and popular spaces, rather than all of HP.
- Available in all parks
- Add free Wi-Fi to parks
- provide it to this area not just the Santa Fe and Florence area
- Internet should only be provided at libraries or parks/recreational centers for students/children. Aside from those places, internet should not be provided for households
- Better internet speeds in public spaces like libraries

More Community Outreach (7)

- Coming together as a community and advocating as a group.
- We can better connect and find resources that are needed nearby.
- With information programs where to go to acquire one or the resources that exist.
- More offline outreach to inform community that does not follow online newsletters/social media
- Promoted better. I didn't even know we had broadband internet. How do we access it?
- Provide more information to the residents by better communicating so they are aware of what is available
- Coming together as a community and advocating as a group.

Other (7)

- Do a every 6 month or yearly inspection to if it's doing good.

- Protecting, personal information
- Let the government invest since today it is a necessity.

Broadband is fine (2)

- I think it's okay
- It is fine as is.

No Support (2)

- We don't need broadband internet access. We need that money to fix Salt Lake Park.
- We don't need to use tax dollars to pay for internet access City wide. There is no barrier to this. Everyone has cell phones, and everyone can obtain this service. Do not allocate funding.
- I don't like the idea of giving "free" internet to everyone in the City. Nothing is free. Access to broadband internet requires someone to pay for it. I don't believe that everyone should have access to the internet, especially when it can be used all day to stand around and do nothing. I like the idea of having a resource center in the City where people can access the internet to look for work. I refuse to give away my hard-earned money to fund someone else's daily entertainment.

Do Not Know (19)

- | | |
|------------------|-----------------|
| • Have no idea. | • NA |
| • I'm not aware. | • Unknown |
| • Not sure | • Not sure |
| • No comment | • N/A |
| • Not sure | • N/a |
| • Don't know | • I don't know |
| • don't know | • I don't know. |
| • Not sure | • N/a |
| • N/A | • I don't know |
| • | • N/A |

22. Do you feel there are places in the community that are more vulnerable to flooding or other natural disasters?

There were 181 respondents that answered no and 48 respondents who responded yes to the questions and 62 skipped.

The respondents feel that the places in the community that are more prone to flooding are old buildings and uneven ground, especially near the 710 Freeway and the area near the Los Angeles River. Streets like Pacific Blvd, Florence, Firestone, and Gage Ave often flood because of clogged drains and poor drainage systems

Result:

1. Old Buildings
2. Los Angeles Rivers
3. Streets: Pacific Blvd, Florence, Firestone, and Gage Ave

Among those who answered yes, the summary is below:

Other (7)

- Areas Near 710 Freeway
- Taller trees
- The park
- Side walks
- People who have low resources
- Locations near factories with hazardous chemicals
- North of Huntington Park
- Bad irrigation systems

Old Buildings (4)

- Old buildings or homes
- Older built homes
- many areas and homes that are built on uneven topography
- Old buildings and schools

Los Angeles River (3)

- Near the LA River
- There is an elevated (though not immediately imminent) earthquake damage risk. Nothing too obvious due to the development of most of the three-square miles of land aside from park areas within City limits, but the City was built on riparian soils, ergo, river soils due to the history of the then-constantly changing course of and relatively short distance from the LA River, which is about a mile at closest. Soft river sedimented soils are prone to amplify shaking and areas within closer proximity to the river are more prone to liquefaction, regardless of the channeling of the river with concrete for most of its length around WW2 by the Army Corps of Engineers. In addition, the relatively flat topography allows moderate street flooding during rainstorms.
- The houses that are by the river

Streets (10)

- The corners of each street sometime pool up a lot of water. Maybe a drain there.
- The streets flood like crazy when it rains. That's everywhere.
- Some of the streets are more vulnerable to flooding. I'm not sure if it's because the drains are clogged or the way the street is leveled.
- The streets easily flood during periods of heavy rain. Priority should be school areas, but many residential areas are vulnerable.
- The streets. Because the sewers are clogged and that reaches some homes
- There are certain streets that flood when it rains and that cause traffic because we have to detour
- The streets. Because the sewers are clogged and that reaches some homes
- Streets
- I think that in case of flooding the City does not have the capacity in terms of water drainage. In the event of an earthquake there is no preventive culture with drills to know what to do as well as a seismic alarm.
- Areas where sewers are blocked by trash.

-
- The corners of each street sometime pool up a lot of water. Maybe a drain there.

Specific Streets (18)

- I've lived in this City long enough to know that if a big enough storm comes through it, Pacific Blvd. and the streets immediately surrounding it will flood heavily. But that's mainly due to the residents being dirty and throwing their damn trash everywhere. Those people making a mess need to be fined heavily for doing so.
- Belgrave E/O Santa Fe
- Corner of Broadway and Pacific Blvd.
- By Slauson Ave
- On Alameda street
- Vernon, streets need to be fixed
- In certain areas like down Florence and Firestone are prone to flooding
- State streets do have some flooding. If the street trash was picked up it wouldn't clog the street drains. Once again clean our community.
- La Gage floods near Seville
- Gage and Seville Ave
- Gage and Seville
- Gage Ave, right next to Monarca bakery
- Gage and Holmes. Gage and Alameda in front of the BMW lot.
- On gage, Seville.
- La Gage floods near Seville
- Near Randolph and Alameda and residences along Santa Fe.
- Electrical wiring is very low and feels unsafe near our area- Randolph/Corona
- Randolph Street. I was unable to drive to work during a storm last year.

Not Sure (7)

- Not sure
- N/a
- Not Sure
- Not sure
- Not Sure
- Could I have done so?
- I do not know

23. If you have any additional comments, feel free to provide them in the space below. (Please Specify)

The top other issues in Huntington Park are a lack of parking, poor public infrastructure, and safety concerns. Many residents expressed concerns with overcrowded streets, illegal parking, and inadequate enforcement. Public infrastructure, like parks, the library, and roads, needs repair and they would like better community spaces. Safety is a major concern, with rising crime, car thefts, and homelessness, prompting calls for more police presence and better enforcement.

Result:

-
1. Parking: Lack of spaces, illegal parking, and enforcement issues.
 2. Public Infrastructure: Poor condition of parks, roads, and public spaces.
 3. Safety: Increased crime, car thefts, and homelessness.

The list of responses can be found below:

Parking (24)

- We urgently need spaces to park our cars More cleaning and lighting throughout the City, green areas in our schools, remove Los Holmes and Low-Cost rents
- The parking enforcement needs to do their job and drive through residential streets to ticket cars that are illegally parked, aren't moved for days, or are parked in between two parking spaces. They are getting paid with our tax money so have them do their job.
- Billboard in pacific not needed. Use money elsewhere. New extended sidewalks, not good. Creating parking structures within communities as parking is a great problem. Perhaps build more duplex homes/ apartment, rather than apartments complexes
- Please address the parking pass issue. The City has spoken at the polls, and we have requested permit parking like other nearby cities. What is the hold up? Why hasn't the City addressed the issue? In addition, when residents call to ask questions of any sort, City staff become defensive, and they give the caller the run around.
- Stop spending money on dumb things like that stupid giant sign on Pacific. Fix the parks, clean the streets. Stop cutting down trees and let the trees be a beauty to our City. Have people clean these nasty alleys. Place dog bags everywhere. Put more money in our police department. Keep our communities safe.
- Street parking is another issue that the City needs to work on as soon as possible.
- Can you do anything about street parking permits and the late party noise on weekdays, please.
- Need to implement measure PP as soon as possible. Parking is horrible in the City.
- Need to enforce parking in the residential streets that are marked.
- I believe our City leaders are doing a good job. Thank you. I just wish something could be done about permit street parking and noise ordinances.
- Parking, parking, needed desperately.
- Parking enforcement. I am in a wheelchair and many times I have to go in the street because cars are parked blocking the sidewalk
- Parking is a big issue. Some tenants and or homeowners have too many cars that are being parked in the streets and not moved for a week.
- There are too many vehicles and tenants have no parking. There are some apartments that do not offer any vehicle parking for any tenants the streets are overcrowded with vehicles
- I would like more information regarding Measure PP which passed in March. I haven't received any updates on when it will be implemented.
- Please help enforcing proper parking and delimited parking zone
- We need parking, we need more law enforcement to move people who sleep on the sleeps of residential blocks. We need commercial business to be responsible for the sidewalks and buildings and making things nice and not full of trash. We need the sidewalk to be fixed. We need a park that is accessible, We need clean streets and sidewalks.

-
- Our City needs Parking Enforcement. Urgently Too many Cars Parked in the street without being moved weeklong till street sweeping. Please let's Come up with A Parking Enforcement Program.
 - Dear City of Huntington Park, I am writing to express my concerns regarding the current parking situation in our City. There seems to be an abundance of red and no parking zones, making it increasingly difficult for residents to find suitable parking spaces. Additionally, it appears that the City is profiting from the high number of parking tickets being issued. I urge the City to consider revising the current parking regulations to better accommodate residents and visitors. Finding a parking spot should not be a constant struggle, and the excessive number of restricted zones only exacerbates the issue. Thank you for your attention to this matter.
 - Please do something about the parking situation on my street there's no parking due to everyone parks their car outside instead of using their driveway and I have a toddler and for me to park far away and walk during midnight to get to my car is scary please do something thank you
 - Parking has become increasingly worse.
 - My main concern is public street parking, there is never any parking due to people owning extra leisure/recreational vehicles.
 - That they will apply a penalty to people who park badly to save parking the street is free. And that neighboring cities c make responsible for their tenants or citizens who park their cars for a whole week in cities that they do not receive
 - Lack of parking. is Huntington Park's biggest problem.

Public Infrastructure (19)

- Can we please devote more funding/financial support to renovating the Huntington Park Library on Miles Ave. I went recently, and the AC was not working, the shelves looked empty, and it was so disheartening to see a space like that. Not sure if it's already undergoing changes but would love to see this space revitalized.
- Improve community spaces, such as parks. Specifically rebuild salt lake park playground that has been desolate for years. Support for farmers market, diversified food night markets, social media support for yard sale, community events to garner more attraction, etc.
- Fix our salt lake park.
- We need Salt Lake Park fixed. We were left without a park for more than 2yrs and now we all must drive far to get to a decent playground. Bad on you City of Huntington Park
- What happened to the pool at Salt Lake Park?
- Can you give an update about the public pool construction in Salt Lake Park. This project has been going on for years without completion and has cost the City an exorbitant amount of money.
- Please fix salt lake park and bring back the skate park. It's needed in this community.
- We need community pools and good sports programs and get rid of all the political people that control the sports programs and work in the park. Some park employees are so mean with our kids and residents that we better go to other parks, that is very disgusting.
- Put Salt Lake Park back for our children. We don't care for the pool anymore just bring back our park, so we don't have to look at other cities
- Yes, adding more sports activities for children in parks so they can get involved in extracurricular activities so that they can stay away from bad influences that's happening to this day and age.

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- HP needs more community centers, youth centers with resources for low-income children. Education on nutrition and access to low cost/free fresh fruits and vegetables.
 - Open to public community centers for community use. Tax dollars to build but taxpayers can't use.
 - Fix Salt Lake Park. The City ruined the park completely. You took away an important aspect of our community and left it to deteriorate.
 - Street lighting is terrible on some of the main streets like State St and Salt Lake. There are far too many car accidents (involving pedestrians and other cars) at the crosswalk at State and Gage.
 - Speed bumps needed on Randolph st between Gifford n Carmelita
 - Infrastructure in our community is horrible. Slauson Ave road is full of potholes and Soto Ave/ Miles Ave is the worst road with the most potholes and uneven pavement. It is time to focus on improving our roads. Even though Vernon is responsible for the roads in Soto I think it affects residents of Huntington park the most since it is the City right next to it and we should have a say on how to fix it or pressure them to accept fixing Soto. Additionally, crime and theft is rising again and we need to focus on reducing crime and gang activity.
 - Spend funds on improving our existing structures and resources like the park. Childhood obesity is a huge problem and made worse by lack of available spaces. Stop bringing new drug assistance problems to our City and HP does not need more homeless people, homeless housing programs have proven to be a failure, don't waste our money on that
 - I think that money is being wasted by adding yellow plastic to the sidewalk ramps. They are very slippery when wet and it does not help people with wheelchairs.
 - Please reconsider adding actual bike lanes to the streets instead of the shared bike routes currently in place like on Miles Ave and Saturn Ave.

Public Safety (12)

- Law-enforcement in the area to address: Homeless encampment Reckless drivers City Cleanup and graffiti removal-Park and recreational crew
- More police patrolling to avoid crimes at night. Weekly alley cleaning services to remove trash that is dumped by non-residents.
- We need more public safety; people are afraid to live or visit HP
- There needs to be a crackdown on car thefts and homelessness. I'm a property manager on Malabar st and I have gotten homeless break into an apt go to jail then put back on the street within 24 hours. I have had more the 15 car thefts or break ins within the last 3 months. Talk to the cops about it. They pretty much said they couldn't do anything about it.
- More safety on the streets and have roads and alleys being fixed.
- One of the problems that I have is that police does not respond to calls, and when they do is usually too late.
- Gangs and more cleanup, more police surveillance
- You should see more surveillance on the streets. more in the Pacific and Vallejo where there is more vandalism. They are always painting the walls graphite. and today they do it in broad daylight
- More police security, for car thefts, and that there be a fine for those who thunder firecrackers when it is not the 4th of July.
- Focus on transport and public safety. Wi-Fi, homelessness, and housing come after. Also stop trying to provide housing, that's just a band aid. With housing you also need

a lot of parking. Just go back to the basics for City government and do them well. Public safety, public transportation, cleanliness, sidewalk and road maintenance. It's not flashy but it works.

- Please begin to issue citations for people that explode fireworks near the school on Hope and State. It's a safety issue because of the proximity to the school, homes, and cars.
- The smoke shop on Slauson/miles should be shut down. Transients loiter in the liquor area of Slauson/miles. More police visibility is needed on Slauson
- Law-enforcement in the area to address: Homeless encampment, Reckless drivers City Cleanup, and graffiti removal-Park and recreational crew

City Cleanliness (9)

- Too much garbage.
- The City should pick up the bulky items in the alleys and streets, without the need for people to call to make an appointment, sometimes they take a long time to come to pick up the things, and the things abandoned in the alleys, give the City a very bad look. I think the City should patrol the streets and alleys to collect all the furniture and things that are garbage. Sometimes people from the opposite direction come and leave their things on other people's property and they spend many days or weeks there, making a bad appearance. Abandoned bulky items make our City look poor and ugly
- Please clean the streets. They are dirty, investing in water pressure machine would not hurt.
- I would really like to see our community move forward with beautification and cleanliness like other communities. Gentrification would be great for Pacific Boulevard. Our community needs to move forward with bringing new businesses and revenue. Our community cannot move forward without a new outlook and change. It is time to revamp Huntington Park.
- Potholes on the streets should be fixed immediately
- We need the streets cleaner. More activities for seniors. More help for seniors
- Our City needs to be cleaner. We need sidewalk pressure washing and picking up trash morning, mid-day and evening. Our City needs to be clean just like in the past. We were a clean City and now. we also need to feel safer when walking. So please bring back patrols out.
- We need cleaner streets. We need a shopping center.
- The City of Huntington Park is dirty and gross. There is nothing clean anywhere. There is trash everywhere, graffiti everywhere, human and dog feces everywhere, crime everywhere, and everything just looks, feels, and smells gross. The City is an embarrassment.

Tenant Protection (7)

- Landlords should be forced to take a class on the Renting Guidelines where they know what they can and can't do as owners. My landlord in particular crosses the line over and over and when told to reach out to Fair Housing Foundation to acquire the necessary information, I get yelled at and harassed. Unacceptable
- I am being unjustly evicted and they can't help me until they have a 5-day note from the sheriff practically 5 days away from becoming homeless with my children and no one can help me, yet I don't have the 5-day note but I don't want to wait for that to give way and I have to go to the street with my children
- They should create laws to protect tenants, there is no law that protects us and the owners know it and that is why they abuse each tenant wanting to run them whenever

they want, taking away our garages for the City wants more sad homes for us who do not have a home

- "Clear language for pets (if pets pay rent - dangerous pets pay insurance? How much should be the price to pay.
- The City must clarify that pets have a charge for living with families as mental health (there is harassment from owners) eviction for having pets
- Protection of pets. I have my dog and since it is not in conflict, they will evict me
- My puppy is not dangerous, I think he does not need insurance. of a dangerous animal. I want to know if my puppy will pay rent (the owner to my parents. he tells them that if they do not pay rent and insurance, he will ask us for the house where mine lived (how much do you pay rents my dog)

Economic Development (7)

- We need to rezone abandoned lots or empty businesses into mixed use housing and business. Or help give out small business loans to revitalize Pacific Blvd
- Please focus on economic improvement to the shopping options in HP, specifically Pacific Blvd. change the culture to make it attractive and desirable to shop. Require standards of decorum for store fronts. Enough of the tackiness that drives people like me to leave my sales tax revenue in other cities that are cleaner and have good options. Look at examples of Old Town Pasadena, Uptown Whittier, Monrovia. Attract more mainstream markets. How does Cudahy get a Sprouts? Believe me, A LOT of residents want a Trader Joe's. Where is our Costco? Please revitalize the City.
- The Pacific Blvd Theater needs improvement so families can enjoy it, and youth can gather with friends.
- I'd love to see nighttime farmer markets and or markets where we encourage people in the community who happen to make handmade items or have small shops to come out and show us their products. I feel like we need to make the community feel safe and united by having us come out more and get to know and trust each other.
- Bring some high-tech jobs to Huntington Park.
- Instead of building statues or TV screen fix the rat infestation in Pacific, I see them run around in broad daylight
- Stop funding homeless. Direct that money to education. Keep our streets clean. Don't let RVs park along Belgrade. Provide more assistance to people that want to buy homes not just rent. Keep small businesses in HP
- The Blvd. needs to be revamped to what it was before. We should not be going out of our City to shop.

Affordable Rent (7)

- They should check the owners of houses and apartments. Because they charge too much rent. Very high rental prices plus what they ask to be able to enter one or two months of rent apart from the rent that makes it so that in order to enter you have to deposit 3 months of rent where do you get the money from?
- Help with the high cost of rent not enough parking we need rent control for City Huntington many people work only to pay rent that is very expensive. 10% is a lot of money rent control pls
- Make the City of Huntington Park rent control.
- The Property taxes are too high in an area with low-income earners and 8 or more ppl in a single-family home. let's allow ADU and monetary help without triggers reassessments. There are programs but ppl cannot pay higher property taxes

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- I think that the City of Huntington Park must do something to control the rent because is increasing every year.
 - Please help with rent control or affordable housing
 - The biggest problems I see are affordability of living space, rents out of control, and resurfacing street pavements.

Public Outreach (7)

- I know that they are working on improving but I do think that they need to support each other more with the community and get closer.
- We need to come together and advocate.
- Do y'all share this some other way too beside email? If not, y'all should outreach more. Will you also provide the results of this survey?
- Would love to be more involved in these planning conversations and decision making. The City should host more town halls and do more surveying at local community events.
- Cities lack the ability to inform their residents on City issues. The City needs to be more transparent.
- Please take the survey seriously.
- Setting up community billboards or signage such as on bus stops or street corners could help inform the public of more available assistant services and upcoming events.

Homeless (7)

- Homeless issue needs to be addressed
- The homeless issue is a local issue. Many are from the community and local housing not Skid Row
- Seems since Mayor Bass removed the homeless from LA, they moved into local areas, including HP. I see many more homeless in the area now.
- Improvements to ensure we don't have homeless people or drug addicted people walking around freely. City vigilance and safety should be taken into consideration
- Huntington Park should focus more on the homeless and police not responding to crimes in progress
- I would like a little more attention to be paid to the speed of the streets and that there are no homeless people in the parks

Others (6)

- It's been a while since Rosi has been using chemicals to kill weeds and spraying fruit plants like before
- I feel that the City should give classes on disasters CPR and climate crisis for free.
- What is going on with the Exide battery cleanup and remediation? Why are we not getting more information?
- Any unreasonable use of taxpayer money will be met with me moving out of the City. I refuse to give my taxes to an irresponsible City government.
- Grateful for the federal home repairs program & its staff. Thank you very much.
- Retired adult income assistance
- Reallocate money from the Huntington park police department and move it into social programs. The City does not need military-style vehicles.