

# CITY OF HUNTINGTON PARK

## City Council Regular Meeting Agenda Tuesday, April 5, 2016

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

**Graciela Ortiz**  
Mayor

**Marilyn Sanabria**  
Vice Mayor

**Johnny Pineda**  
Council Member



**Karina Macias**  
Council Member

**Valentin Palos Amezcuita**  
Council Member

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

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

**PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.**

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

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

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

### **Public Comment**

The Council encourages all residents of the City and interested people to attend and participate in the meetings of the City Council.

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of 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**

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## **CALL TO ORDER**

## **ROLL CALL**

Mayor Graciela Ortiz  
Vice Mayor Marilyn Sanabria  
Council Member Valentin Palos Amezcuita  
Council Member Karina Macias  
Council Member Jhonny Pineda

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS AND ANNOUNCEMENTS**

Certificate of Appreciation presented to Catholic Charities of LA, Inc. for providing Free Workshops in the month of March on Immigration and DACA

Proclamation "Proclaiming April 2015 as DMV/Donate Life Month"

Presentation by Gary Hamrick, LA County Metro Consultant, on the Active Transportation Plan

Presentation on the CicLAvia Event

Presentation to Community Police Academy Graduates

## **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 regular meeting agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.*

## **STAFF RESPONSE**

RECESS TO CLOSED SESSION

## **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Government Code section 54956.9(d)(2)) – Two matters
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)

Santa Fe Ave Marijuana Dispensary/Huntington Park v. OG 25 CAP Collective  
L.A.S.C case number VC065057



## **CLOSED SESSION (continued)**

3. CONFERENCE WITH LABOR NEGOTIATOR - Regarding Represented Employees  
(Government Code Section 54957.6(a))  
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager  
Employee Organization: Police Officers Association

## **RECONVENE TO OPEN SESSION**

## **CLOSED SESSION ANNOUNCEMENT**

### **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be 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.

## **OFFICE OF THE CITY CLERK**

### **1. Approve Minute(s) of the following City Council Meeting(s):**

- 1-1 Special City Council Meeting, Goal Setting Discussion, held Friday, March 11 and Saturday, March 12, 2016; and
- 1-2 Regular City Council Meeting held Tuesday, March 15, 2016

## **COMMUNITY DEVELOPMENT**

2. Approve Ordinance Relating to Allowed Land Uses and Adoption of an Associated Negative Declaration Under the California Environmental Quality Act (CEQA)

### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Second reading, waive further reading and Adopt Ordinance 2016-947, Amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code Relating to Allowed Land Uses and Adoption of an Associated Negative Declaration Under the California Environmental Quality Act (CEQA).

## **FINANCE**

3. Approve Accounts Payable and Payroll Warrants dated April 5, 2016

### **END OF CONSENT CALENDAR**

## REGULAR AGENDA

### **CITY COUNCIL**

#### **4. Appointment to Historic Commission**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Make appointment to the Historic Commission consistent with the newly adopted provisions set forth in Resolution No. 2015-19.

### **OFFICE OF THE CITY CLERK**

#### **5. Approve Resolution Adopting a New Conflict of Interest Code in Accordance with the Political Reform Act**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Adopt Resolution No. 2016-09, Repealing all prior Resolutions Establishing Provisions of the City of Hunting Park Conflict of Interest Code and Adopting a New Conflict of Interest Code in Accordance with the Political Reform Act.

### **COMMUNITY DEVELOPMENT**

#### **6. Approve Second Amendment to Agreement with Transtech Engineers, Inc. for City Engineer and Building & Safety Services**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve second amendment to agreement with Transtech Engineers, Inc. for city engineer and building & safety services; and
2. Authorize the City Manager to execute the agreement.

### **COMMUNITY DEVELOPMENT**

#### **7. Approve Consultant Agreements with Lead Tech Environmental and Barr & Clark Independent Environmental Testing**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve three-year Consultant Agreements with Lead Tech Environmental and Barr & Clark Independent Environmental Testing in an amount not to exceed \$62,690 in total.; and
2. Authorize the City Manager to execute the Agreement in a form approved by legal counsel.

## **REGULAR AGENDA (Continued)**

### **FINANCE**

#### **8. Approve Contract with Data Ticket, Inc. for Parking Citation Processing Services**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve agreement with Data Ticket, Inc. for Parking Citation Processing Services for an initial period of three (3) years, plus two (2) optional one-year extensions;
2. Authorize the City Manager to execute the agreement; and
3. Adopt Resolution No. 2016-10, Establishing Parking Violation Processing Fees to be collected by a Third Party.

### **PARKS AND RECREATION**

#### **9. Approve Use of Salt Lake Park for 2016 Telemundo Sports Experience Event and Approval of Agreement with Estrella Communications, Inc. to Produce Event**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Review and approve the Special Event Application for use of Salt Lake Park for the 2016 Telemundo Sports Experience event;
2. Approve agreement with Estrella Communications, Inc. to produce the 2016 Telemundo Sports Experience event at Salt Lake Park; and
3. Authorize City Manager to execute agreement. subsidiary

#### **10. Review and Consider Concessionaire Services at Keller Park**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Review Sample RFP for Concessionaire Services; and
2. Direct staff to issue a Request for Proposals for Concessionaire Services at Keller Park.

## **REGULAR AGENDA (Continued)**

### **PARKS AND RECREATION (continued)**

#### **11. Consideration and Approval of an Activities in Public Places Permit for the Redemption Church, of Commerce**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve Activities in Public Places permit for use of the Salt Lake Park Parking Lot on Saturday, April 9, 2016 on behalf of The Redemption Church of Commerce.

### **PUBLIC WORKS**

#### **12. Approve Resolution Authorizing the Submittal of an Application to the State Water Resources Control Board for Financial Assistance and/or Grant Funding for Well No. 17**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Adopt Resolution No. 2016-11, Authorizing to Sign and File a Financial Assistance Application for a Financing Agreement from the State Water Resources Control Board for the Planning and/or Design for Improvements to Well No. 17; and
2. Authorize the City Manager to execute the grant application.

#### **13. Select and Approve Award of Contract for Graffiti Removal and Bus Stop Maintenance Services**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Select the service provider for Graffiti Removal and Bus Stop Maintenance Services;
2. Approve award of contract services agreement for a base contract amount annually with a maximum of two 1-year extensions of term;
3. Authorize City Manager to execute the agreement: and
4. Encumber the remaining portion of the annual contract amount for 2015-2016 for the payment of Graffiti removal and Bus Stop Maintenance Services.

## **END OF REGULAR AGENDA**



## **PUBLIC HEARING**

### **COMMUNITY DEVELOPMENT**

#### **14. Draft Fiscal Year (FY) 2016/17 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) Program Federal Funds**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Conduct a public hearing;
2. Consider public testimony and staff's analysis; and
3. Receive and file the Draft Fiscal Year 2016/17 Annual Action Plan.

### **DEPARTMENTAL REPORTS** (Information only)

### **WRITTEN COMMUNICATIONS**

### **COUNCIL COMMUNICATIONS**

**Council Member Valentin Palos Amezquita**

**Council Member Karina Macias**

**Council Member Jhonny Pineda**

**Vice Mayor Marilyn Sanabria**

**Mayor Graciela Ortiz**

### **ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, April 19, 2016, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) on the 30<sup>th</sup> of March 2016.

  
Donna G. Schwartz, CMC, City Clerk

Special Meeting of the  
City of Huntington Park City Council  
Goal Setting Discussion  
Friday, March 11 and Saturday, March 12, 2016

The Special Meeting, of the City Council of the City of Huntington Park, Goal Setting Discussion, was called to order at 5:02 p.m. on Friday, March 11, 2016, at Raul Perez Memorial Park, 6208 South Alameda Street, Huntington Park, California; Mayor Graciela Ortiz presiding.

**ROLL CALL**

PRESENT: Mayor Graciela Ortiz; Vice Mayor Marilyn Sanabria and Council Members Valentin Palos Amezcuita (Arrived at 5:07 p.m.), Karina Macias and Jhonny Pineda. CITY OFFICIALS/STAFF: Edgar Cisneros, City Manager; John Ornelas, Management Advisor; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Teresa Garcia, Budget Analyst; Manuel Acosta, Economic Development Manager; Michael Ackerman, City Engineer; Martha Castillo, Human Resources Director and Donna Schwartz, City Clerk.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by City Manager Edgar Cisneros.

**PUBLIC COMMENT** - None

**GOAL SETTING DISCUSSION FOR THE CITY OF HUNTINGTON PARK**

City Manager Edgar Cisneros briefly explained that the goal setting discussion is a time for Council to communicate with staff on the city's goals and initiatives moving forward and that each department would be presenting their goals and objectives.

OFFICE OF THE CITY CLERK – presented by City Clerk Donna Schwartz

Goals:

Review/amend City's Records Retention Schedule, Implement Public Records Act training, complete the update process of the contracts and agreements, amend City Commission and City Council handbooks, implement records destruction, explore partnership with the Department of State, Los Angeles Passport Agency, provide ongoing training to staff where it relates to the City Clerk's Office and continue providing exceptional public service and professional support to all City officials, departments and the residents of Huntington Park.

Council Member Pineda suggested contacting the Department of State to see if any grants are offered at the local level in order to help defray start-up costs if the city so chooses to move forward with being a passport acceptance facility.

John Ornelas, Management Advisor, added that the information being presented is to establish short term and long term goals, and that the following day would provide more time for dialogue.

Mayor Ortiz suggested contacting the City of Chino Hills regarding their passport process and fees.

HUMAN RESOURCES – presented by Human Resources Director Martha Castillo

Goals:

Recruitments: Retain motivated, highly productive, customer service driven individuals, promote cost effective strategies, foster positive work relationships and complete all open recruitments both competitive and promotional (full/part-time). Update Civil Service Rules

& Regulations and Administrative Policies. Complete a city-wide classification study, Create Code of Conduct Policy for City Employees, Establish or Reactivate an Employee Recognition Program, Succession Planning and Training (safety program and an emergency plan).

PARKS & RECREATION – presented by Parks & Recreation Director Josette Espinosa

Goals:

Events & Programs: Provide culturally relevant offerings (little kickers swim program, recreation classes, afterschool program, summer day camp, youth & adult sports leagues, senior services). Premier Event Planning: Create annual master calendar of events and utilize special event planning tools to attract large scale premier events that will positively reflect on the city's cultural assets. Accessibility & Marketing: Increase park area per capita, outreach to community through effective & current mediums. Infrastructure: Develop comprehensive Capital Improvements Plan (CIP), splash pad at Salt Lake Park, upgrades to the Community Center and identify resources to increase public safety in parks. Staff Development & Retention: Leverage partnerships in order to redirect funds to increase professional staff development and retention.

Vice Mayor Sanabria and Mayor Ortiz would like to see the splash pad project move forward at a quicker pace.

Mayor Ortiz proposed recruiting residents within our City and our local colleges and feels customer service training should be a priority and would like to see Parks & Recreation offer play-offs and trophies.

Council Member Amezcuita suggested a rendering as well as input from the residents and staff of the Community Center. Have it prepared now so when funds become available the City is ready.

Council Member Macias recommended the Parks & Recreation and Youth Commissioners get involved with painting the Community Center

Council Member Pineda suggested that if one of the rooms at the Community Center isn't being used to extend the weight room.

COMMUNITY DEVELOPMENT – presented by Economic Development Manager Manual Acosta

Goals:

Economic Development: Proactively outreach (conferences, trade shows, follow-up on leads), marketing (develop a brand, strategy and target businesses to attract), negotiate Costco deal, complete Nick Alexander project and expansion, retention (proactive outreach-provide resources (HUB Cities Business Assistance Center, commercial rehab, referral list to State and County programs)), close Successor Agency, consider establishing a Community Revitalization and Investment Authority, complete Pacific Blvd. revitalization project.

Planning: Division goals (automating planning and building permit process), advance planning goals (complete General Plan update, complete Zoning Code updates), code enforcement goals (proactive enforcement, develop a comprehensive plan, develop target areas and develop a cross department team approach).

Housing: Annual plan for CDBG and HOME funds for FY 2016-2017 (public service programs and projects and programs), continue marketing Housing programs (residential rehabilitation program, minor home repair program and lead based paint program), identify and complete an Affordable Housing project (commit HOME funds by July 2016).

Mayor Ortiz recommended more outreach to property owners notifying them about the commercial revitalization program.

Council Member Amezcuita suggested outreaching to different markets i.e. Trader Joe's,

El Tapatio, El Super and bringing in a Portos. Suggested having a retreat every quarter in order to stay updated on projects.

Council Member Pineda mentioned bringing in brand restaurants between Randolph and Slauson and Florence and Randolph. Mr. Pineda requested that Transtech be present at the next goal setting. He acknowledged that it is a good idea to continue to meet with the top 25 businesses and top manufacturers and find out what their needs are.

Vice Mayor Sanabria recommended bringing in businesses that are attractive, diverse and geared toward millennials.

City Manager Cisneros noted some challenges the City faces with regard to attracting these types of businesses and added that the City is ready and has targets in mind and wants to meet with developers to find out their interests and be able to accommodate them the best way they can. Mr. Cisneros stated he has discussed with Mr. Acosta doing a tour around the city with Council to show proposed sites and projects.

At 7:15 p.m. Mayor Ortiz called for a RECESS.

At 7:40 p.m. Mayor Ortiz RECONVENED the meeting with all Council Members present.

PUBLIC WORKS – presented by City Engineer Michael Ackerman

Goals:

Transportation: Maintain the safe use of public spaces and right-of-way, enhance the attractiveness, cleanliness, and utility of the City and public right-of-way, and pursue grant opportunities for public improvements.

Building Facilities: Create and maintain aesthetically pleasing, functional, and sustainable facilities, pursue energy efficient Green Building practices and systems, design, build, and renovate facilities to meet and exceed intended uses (evaluate roofing repairs of City buildings (Salt Lake Recreation Center, Public Works buildings at 6900 Bissell street, courthouse as an Emergency Operations Center (EOC) and United Pacific Waste (UPW) lease and other uses in former courthouse)), implement design, project management, construction management and maintenance standards and best management practices.

Park Maintenance: Enhance attractiveness and utility of Parks and Recreation facilities (maintain and enhance landscape, hardscape, and facilities for the beneficial use of the public. Salt Lake Park – evaluate the following: rehabilitation of the building, wading pool/splash pad, and amenities, rehabilitation of two parking lots on Bissell and evaluate the replacement of outdoor court lighting with Led lights), employ design, operating standards, and best management practices to improve cleanliness (abate graffiti within 24 hours of notification, illegal dumping-foster a culture of cleanliness through education on the hazard and cost of illegal dumping, enforce local law and ordinances, collaboration and partnerships with residents and business owners).

Water, Stormwater, and Utilities Division: Water purveyance (prepare a Water Financial Analysis, CIP improvements, Regulatory Requirements evaluate water rights (leasing vs. purchase vs. reduction of use) prepare the Urban Water Management Plan, Well 17 and 15 (15 awaiting permit approval, 17 applying for DAC grant with WRD)), Central Basin Municipal Water District/Water Replenishment District (actively participate in Groundwater Pumpers' Association, use and evaluate recycled water opportunities (possible extension to include Perez Park and Marquez HS, possible extension of recycled water line down Randolph in tandem with Well 17)), storm water compliance (develop and implement illicit connection/illicit discharge inspection program, nonstructural BMP program development and implementation, annual reporting and collaboration with LAR UR2 partners).

Engineering: Complete plan checking, permitting, and inspections in a safe, timely and professional manner, coordinate improvements and competing use of the public right-of-way through collaboration, permitting and enforcement to maximize positive outcomes and minimize adverse impacts, uphold the City's high standard of customer service and satisfaction and pursue grants for public and transportation improvements to



infrastructure.

Traffic Authority and Parking Task Force: Traffic Authority-installation, removal, modification of traffic control devices per CAMUTCD. Parking Task Force-evaluation of City parking policy including permitted, street, and metered.

Grant and Local Return Management: Coordinate, process, and implement grant programs and coordinate, process, and implement local return programs (Prop A&C, Measure R, Gas Tax, TDA-3).

Regional Programs: Collaborate, coordinate, and facilitate design, funding, and implementation of regional projects (strategic transportation plan, active transportation plan, 710 freeway, Eco-Rapid). Consistently manage the City's capital assets used for transit operations, improve oversight of existing service agreements, assure programs are compliant with regulatory requirements and funding program policies, minimize potential risks and improve coordination with neighboring and regional transit services.

Council Member Amezcua would like to use reflective paint for the curb addresses in the future, with regard to transportation, suggested signage to reroute street sweeping and trash pick-up.

Vice Mayor Sanabria explained that the curb addresses were addressed because of public safety issues and were painted at no cost to the residents. If reflective paint was used the residents would have been charged.

Mayor Ortiz noted that the crosswalk lines on Bissell and Gage are hard to see and would like to make them more visible, noting that there has been accidents at this cross walk.

Mr. Ackerman, City Engineer, stated that these crosswalks can be painted in the interim until City is able to install new lighted crosswalk signs. More significant modifications need to go before the Traffic Authority for approval but painting crosswalks can be completed in a week.

Mayor Ortiz would like the splash pad project to be a priority and asked if the City can use CDBG funds and if the City can get reimbursed from State funds.

John Ornelas, Management Advisor advised Council that the process would need to come back to Council after establishing a timeline and that Council has the option to make it a priority and to allocate funds.

Vice Mayor Sanabria directed staff, in the meantime, to cover the planned space for the splash pad and to add a sign notifying the residents that a proposed project is underway.

Council Member Pineda stated that perhaps CDBG funds can be allocated towards the splash pad project.

Council Member Amezcua suggested, with regards to the courthouse, if a tenant makes improvements maybe the City can give them something in exchange like free rent for a fixed time or to maintain part of the courthouse or allow LA Film Industry the use of it.

Vice Mayor Sanabria suggested after school programs or programs that will benefit the community but would like to see more options for the use of the court house.

Mayor Ortiz asked staff to provide Council with facts and timeline of the parking permit project.

City Manager Cisneros asked Council to provide staff with direction on how to address this issue.

Mayor Ortiz stated more information is needed in order for Council to give direction.

Council Member Amezcua agrees with the information being provided to Council but would also like outreach to the residents before making a decision.

Council Member Pineda agreed with Council Member Amezcuita and Mayor Ortiz.

Vice Mayor Sanabria wants to see a Capital Improvements Project Plan, at least an idea of things that need to be done, projected cost, projects, and availability of grants.

Mr. Ornelas, Management Advisor informed Council that the 5-Year Pavement Management Plan should have been given to Council for their review noting that it has upcoming plans for streets.

At 8:54 p.m. Council Member Amezcuita dismissed himself from the meeting.

## **FINANCE –**

### **Goals:**

Strategic: Build capacity to support initiatives (economic development & long range investments; leverage of underperforming assets (>\$100 million); capital plan development; and align certain financial policies with priority initiatives).

Financial: Building capacity that comports with financial integrity (apply diligence & consistency to revenue collection i.e. code enforcement, parking; full cost recovery measures; update franchise agreements; and financial policy updates).

Operational: Financial recovery (emergency) plan; maximize technology to mitigate risk & eliminate redundant processes; procurement (parking citations, payroll processing capital asset tally).

## **POLICE – presented by Chief of Police Cosme Lozano**

### **Goals:**

Police Department Policing Goals: Continue to provide quality police service, establish adequate management and supervision (structure, efficiency and liability), establish proper staffing levels (quality service, crime prevention, response times, meet POA MOU conditions and employee wellness), enhance community trust and relations, embrace 21<sup>st</sup> century policing strategies (community oriented policing philosophy, mutual policing priorities, engaging our community, engaging our business community, special events/national night out, neighborhood improvement program, community police academy, teen police academy, neighborhood block watch program, utilize social media platforms and give out stickers).

Police Department Image: Enhance police department image (invest in police vehicles/advertising/branding), uniform standards and appearance, promote good work by police department, utilize social media/website and utilize local newspapers/magazines.

Police Department Technology: Invest in technology, city wide approach (upgrade servers, add/upgrade hardware and software, improve back-up capability, improve firewall/security (DOJ compliant, compatible with County/State/Federal systems) and invest in a quality IT Service Provider.

Police Department Preparedness: Enhance emergency preparedness, city invest in coordinator, emergency operation center (EOC) and training.

## **ADJOURNMENT**

At 9:59 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a continued Goal Setting Discussion on Saturday, March 12, 2016 at 8: 00 A.M.

Special Meeting of the  
City of Huntington Park City Council  
Goal Setting Discussion (continued)  
Friday, March 11 and Saturday, March 12, 2016

The Special Meeting, of the City Council of the City of Huntington Park, Goal Setting Discussion, was called to order at 8:14 a.m. on Saturday, March 12, 2016, at Raul Perez Memorial Park, 6208 South Alameda Street, Huntington Park, California; Mayor Graciela Ortiz presiding.

**ROLL CALL**

PRESENT: Mayor Graciela Ortiz; Vice Mayor Marilyn Sanabria and Council Members Valentin Palos Amezcuita (Arrived at 8:24 a.m.), Karina Macias and Jhonny Pineda. CITY OFFICIALS/STAFF: Edgar Cisneros, City Manager; John Ornelas, Management Advisor; Cosme Lozano, Chief of Police; and Donna Schwartz, City Clerk.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Vice Mayor Sanabria.

**PUBLIC COMMENT** - None

**GOAL SETTING DISCUSSION: COUNCIL DISCUSSION**

GOAL SETTING DISCUSSION – Continued from March 11, 2016

John Ornelas, Management Advisor, stated this is a good opportunity to discuss goals and timelines that each department is very busy but this is a very important element that forms the basis for future projects and obtaining funding from difference sources. The meeting is for Council to focus on each department's issues and goals and to get Council's ideas on record to establish a framework on what Council is looking forward to doing in the future. Mr. Ornelas suggested timelines for projects such as the splash pad and crosswalks but that these types of projects go through a process before being presented to Council for approval. He suggested immediate goals being within 6 months Council wants to accomplish right away; short-term goals 6 months to 3 years, long-term goals are about 5 years.

Council suggested and provided input for short and long term goals as follows:

**City Clerk's Office -**

Vice Mayor Sanabria suggested the Public Records Act training be a priority, something in-house, short-term goal 6 months to a year.

Mayor Ortiz would like preparation of the 2017 March elections to be a priority (short-term) and submittal of a Resolution to the Board of Supervisors with regards to the 2022 elections (long-term).

Vice Mayor Sanabria would like the passport acceptance facility explored further with regards to revenue generating options and only be considered if revenue is 3 times the cost of the program.

Mayor Macias would like to see records destruction move forward (long-term) and adding contracts to the City's website (long-term).

Lengthy discussion followed by Council with the outcome being to have contracts readily available on the City's website to show more transparency.

Vice Mayor Sanabria stated that this is long-term should be accomplished within three years.

Mayor Ortiz agreed with Vice Mayor Sanabria.

City Manager Cisneros would like to discuss with City Attorney beforehand to get input and once approved to move forward.

Council Member Amezcuita voiced concern with data capacity but agrees with going forward once approved and suggested to add the current Form 460s for transparency.

City Clerk Schwartz suggested instead of scanning in the whole contracts to provide a list of contracts/agreements.

Mayor Ortiz agrees with a list and to add date of when it was approved by Council.

City Manager Cisneros agreed, noting it would be less staff time but ultimately it is Council's decision.

Council Member Macias stated it would be a long-term project due to the contracts/agreements currently being updated.

Council Member Pineda agrees with a list being provided and suggested corresponding a link to the agenda as to when they were approved.

Council discussed the City's elections, stand-alone vs. coordinating with the Los Angeles County Registrar Recorder/Elections Division. Council as a whole agree to continue coordinating elections with the County.

#### **Human Resources –**

Council Member Pineda would like the update to the Civil Service Rules & Regulations to be a short-term priority.

Council Member Macias agrees with Council Member Pineda, to add Administration Policies and suggested having them done in-house. Ms. Macias recommended bringing back the employee recognition to include volunteers, would like to see it in the budget, and to make this a short-term goal.

Vice Mayor Sanabria agrees with having the Civil Service Rules & Regulations updated in-house and making it a priority. She mentioned to be mindful of the budget and to get creative with regards to the employee recognition and agrees with the succession plan.

Mr. Ornelas, stated that the succession plan involves a policy/plan from each Department Head that would need to be discussed with the City Manager before bringing to Council for approval.

Council Member Amezcuita noted that staff would need the skills to take over when a Department Head is out. He also agreed that the Civil Service Rules & Regulations and Administration Policies can be done in-house, suggested using another city's as the basis.

Mayor Ortiz agrees with employee recognition and it being an immediate short-term goal. Mayor Ortiz recommended recruitments be done at a local level as well as in-house and mentioned getting creative, suggested partnerships including schools.

Council Member Amezcuita suggested gift cards to employees that submit cost savings ideas, the more significant cost savings to increase amount of gift card.

Vice Mayor Sanabria agrees with Council Member Amezcuita's ideas and suggested opening it up to the residents and to be mindful of the recognition.

Mr. Ornelas suggested making the Civil Service Rules & Regulations Policy update a long-term goal noting that the policy would need to be reviewed by the employee representatives and the Attorney before being finalized noting it hasn't been updated since 1963.

Mayor Ortiz asked that as a short-term goal, to provide information, a blueprint, to Council as to what the update will encompass and a long-term goal to complete the update.



Council Member Amezcuita agrees with Mayor Ortiz.

Council Member Pineda suggested researching established policy from other cities.

Council Member Amezcuita suggested looking into City of Los Angeles and also suggested having the classification study done now.

Council Member Pineda would like to see the Civil Service Rules & Policies as a long-term goal in order to provide ample time for research.

Council concurred with short-term for providing information and long-term to implement.

Mayor Ortiz would like City Manager and Chief of Police to work on a safety plan making it a priority (immediate goal) as well as recruitment.

Vice Mayor Sanabria stated with regards to recruitments to give priority to the residents of Huntington Park at entry level and perhaps create a policy.

Council Member Amezcuita agrees with the priority of the residents and suggested adding priority at the executive level as well.

Council Member Pineda recommended the succession plan be long-term and to start crosstraining. He suggested holding an event making "Emergency Preparedness" the main theme and inviting experts to get an idea of what their procedures are.

Chief of Police Lozano mentioned there is a similar event that already takes place.

City Manager Cisneros stated we need to educate staff and suggested establishing a sister city outside the city in case we are impacted by an emergency.

Chief Lozano noted the mutual aid agreement is already in place.

#### **Finance –**

Vice Mayor Sanabria wants the Franchise Agreement updated, closing of Southland Steel project making it an immediate short-term goal and establishing an economic/reserve policy.

Mayor Ortiz wants more focus on revenues i.e. code enforcement, taxes, a plan to bring in revenues and make it an immediate short-term goal.

Mr. Ornelas explained that cities collaborate with the Board of Equalization going out to the businesses together which in turn helps filter in revenue.

Council Member Pineda likes the idea, feels coffee shops need to be looked at with regard to charging taxes.

Council Member Macias sees an immediate need to continue the procurement process, pension tax and sales tax revenue. Ms. Macias would like a mid-year budget review to have a policy, feels it should be reviewed every quarter, hold departments accountable making this an immediate to short-term goal.

Mayor Ortiz agrees with immediate to short-term goal but to also hold Council accountable as well and agrees for quarterly reviews by departments.

Council Member Amezcuita recommends continuing competitive bids, franchise agreement with Exxon, add sunset clause to agreements and complete the South Land Steel project.

Vice Mayor Sanabria would like to have one discussion regarding revenue per year aside from the quarterly budget discussions.

Council Member Amezcuita agrees.

Mayor Ortiz wants Community Development to provide a presentation at a City Council meeting (short-term).

Vice Mayor Sanabria suggested having budget separate from City Council meetings at a minimum twice a year, once for an overview and once for council discussion before adoption.

Council Member Amezquita agrees.

Mayor Ortiz stated this can be short-term.

Mayor Ortiz called for a **RECESS** at 10:06 a.m.

Meeting **RECONVENED** at 10:23 a.m. with all Council Members present

### **Parks & Recreation -**

Mayor Ortiz would like the baseball and softball fields available for free play and for the baseball and softball adult programs to provide tournaments with trophies to the winners making this a short-term goal.

City Manager Cisneros suggested jerseys, sweat shirts or free play for the next season for the winning team.

Vice Mayor Sanabria agrees and stated this is good community involvement.

Mayor Ortiz feels tournaments are something marketable to the community.

Council Member Pineda recommended adding exercise equipment in Keller Park making this a long-term goal.

Vice Mayor Sanabria agrees and added that grants be looked into to cover the costs.

Council Member Pineda agrees with Vice Mayor Sanabria's comment and suggested to extend the gym room at Salt Lake Park so people can take advantage.

Council Member Amezquita wants to see the bricks being repaired at the parks and to make this a short-term goal and a rendering of the community center at Salt Lake Park being a long-term goal. Mr. Amezquita would also like to explore the long-term possibility of relocating the Public Works yard and possibly purchasing homes for more park space.

Vice Mayor Sanabria suggested a list be prepared of the improvements needed to the parks which would help during budget considerations and a master calendar of all events in the city both, immediate to short-term goals. She would like for staff to look into grants that could help defray costs (long-term) and with regard to Department of Water and Power (DWP) lots possibly looking into extending park area.

Council Member Pineda agrees with DWP lots being a priority.

Vice Mayor Sanabria added that a strategic plan should be developed on proposed plans regarding parks.

Council Member Pineda agrees and added to make this a priority.

Council Member Macias suggested making the splash pad a priority. Suggested Woodcraft Rangers at Freedom Park (immediate, short-term goal) and have police cadets in parks, (short-term) and would like staff to look into the possibilities of using a privately-owned pool which was formerly the YMCA.

Vice Mayor Sanabria directed staff to put a sign in the area of the proposed site for the splash pad notifying residents that something is forth coming. She agrees with the Woodcraft Rangers at Freedom Park.

Council Member Amezquita would like staff to look into the possibility of DWP paying to build an extension of the park and/or possibly a dog park.

City Manager Cisneros commented on capital improvements projects noting to Council to let staff know what they feel is important.

Vice Mayor Sanabria would like to make the splash pad a priority and a list prepared of capital improvements projects.

Mayor Ortiz stated with regard to parks her priority is the splash pad and programs and noted minor repairs can be done by the city and to make maintenance and programs a priority.

Council Member Amezquita agrees with parks being maintained and suggested to ask surrounding cities to help with such funding since their residents use City of Huntington Park parks. He asked that the bathrooms be maintained and cleaned on weekends.

Council Member Pineda, with regard to plaques being placed at Salt Lake Park he suggested Council go out and solicit donations.

Council Member Amezquita would like to see a rededication of Keller Park, a botanical garden using recycled water, a fountain, put new plants, native plants and making this a long-term goal.

Mayor Ortiz stated at this time we need to focus on immediate priorities.

Vice Mayor Sanabria feels that maintenance of parks is a priority.

Mr. Ornelas stated that all these are good ideas some real achievable, short term and some are longer term and cost monies but this is what this discussion is all about. Ultimate goals are planning, master plans, park plan a park master plan this could possibly be a document that embraces everything that's being discussed. There are things that should be done on a daily basis. The bigger goal is master planning.

Vice Mayor Sanabria feels that focusing on maintenance for parks should be part of goals.

Council Member Amezquita again suggested looking for funding from other cities.

Mayor Ortiz also agreed with asking the surrounding cities noting other residents other than Huntington Park's use the parks. Ms. Ortiz agrees with a master calendar making it a short-term goal.

Vice Mayor Sanabria suggested adding more partnerships to help with things that need to be done.

Council Member Pineda suggested staff look for grants, maybe obtaining a grant writer, wants to start looking into that direction.

Council Member Macias suggested focusing on parks and grants, focus on maintenance to parks making this an immediate, short-term goal.

### **Community Development -**

Vice Mayor Sanabria reiterated closing South Land Steel project, likes idea of top 25 business luncheon, tour around the city, and that the ICSC conference will bring in businesses.

Mayor Ortiz, with regards to businesses, create a list making this a short-term goal, reiterated making sure revenue is targeted.

Council Member Macias would like a 6 month update on code enforcement.

City Manager Cisneros mentioned that code enforcement can be a touchy subject given the nature of the enforcement program.

Vice Mayor Sanabria suggested Community Development provide Council with a presentation on developments and what the goals are and where they are at with regards to programs and projects.

Council Member Macias agreed and reiterated the update by code enforcement making these short-term goals. She would like to see Costco come into the city (immediate) and suggested at the ICSC Conference, using the Planning Commission to do outreach to the businesses.

Mr. Ornelas acknowledged that Council emphasizes on the need to bring in businesses suggested looking into culture when bringing in businesses, which happens within the department and noted that code enforcement can be used as a tool to bring in businesses.

Council member Amezcuita agreed with Community Development to be collaborative. Would like to see Costco and South Land steel project as short-term goals. Reiterated his suggestion to bring in different businesses, glad to see Smart & Final coming into the City, wants to see higher end markets come in. He wants to see a light rail, feels it will bring in synergy and mix used development and to make this a long-term goal.

Council Member Pineda agreed and gave direction to City Manager Cisneros to reach out to different restaurant franchises, find out which Council and the residents want.

Vice Mayor Sanabria wants to see various businesses come in to make the city diversified.

Mayor Ortiz suggested Chili's, Olive Garden, Buffalo Wild Wings, more family restaurants.

Council Member Macias suggested highlighting what the city already has i.e. Ray's BBQ, Nina's Café etc.

Vice Mayor Sanabria suggested inviting new businesses that want to open in the city to the Council meetings to introduce themselves.

Mayor Ortiz directed City Manager Cisneros to bring back to Council an update on the Commissions and suggested promoting a business each month.

### **Public Works -**

Vice Mayor Sanabria stated the Capital Improvements Projects Plan (CIP) is needed so it can be reviewed during budget consideration and review of the courthouse with options of revenue generating avenues, this being a long-term goal.

Council Member Pineda feels that streets improvements are a priority and wants to see more outreach to the community regarding illegal dumping.

City Clerk Schwartz suggested information be provided with regards to city events and agenda packet, in binders at the local library. Council liked the idea.

Council Member Pineda wants staff to determine which streets are priority and that people need to see city trucks and employees more visible.

Mayor Ortiz wants repair and maintenance of sidewalks to be an immediate short-term goal, prioritize safety, repair right-of-ways, and repair sidewalks at Freedom Park.

Council Member Macias agrees noting minor traffic issues i.e. crosswalks needed at Salt Lake to make this an immediate, short-term goal, with regards to transportation, modify and improve and making this an immediate and short-term goal.

Council Member Amezcuita to make signs and place on Pacific Boulevard making the people aware of the downtown revitalization project, with regard to Well 17 and the study, follow-up with counterpart at Central Basin making this a long-term goal. He wants, with regard to transportation; signage rerouting street sweeping and trash making this a long-term goal and wants the parking issue looked into.



## **Police –**

Vice Mayor Sanabria asked to bring back the Neighborhood Watch program and asked for a plan/list of what PD needs, making these short-term goals.

Mayor Ortiz wants to see the Cadet program extended, making this a short-term goal and to look into obtaining a School Resource Officer, making this a long-term goal.

Vice Mayor Sanabria commended PD for the efforts on being open to the community, would like to see town hall meetings with PD, making this a long-term goal.

Council Member Macias agreed and commended PD for bringing back policing, addressing quality of life among the residents, safety to businesses and working within budget. Ms. Macias recommended making technology an immediate short-term goal.

Vice Mayor Sanabria asked to bring back substations along HP strip and on Pacific Boulevard and making this a long-term goal.

Council Member Amezcua asked PD to continue policing and to reach out to residents and get to know community, making this a long-term goal and asked PD to work with HR and Finance regarding how monies can be saved regarding benefits.

Council Member Pineda suggested staying within budget in every single department.

Chief of Police Lozano responded stating his philosophy within the Police Department is to encourage engagement with the community, he takes time to be in attendance at meetings and wants to get his officers involved with the community, PD has reestablished the following programs: a block watch program (PD offers to go to the neighborhoods to help them organize themselves as a block watch group), community policing academy, and police cadet program. Chief Lozano likes the idea of a school resource officer and noted the quality of service that PD provides, there has been reductions in major divisions and moving forward if it is proposed to reduce within the department then what needs to be looked at is what services would be minimized and at what level service would be provided. Chief Lozano ended by expressing his appreciation of Council's support.

Council Member Macias suggested looking into the courthouse as an EOC, making this a long-term goal and looking into safety and emergency responses for employees, making these short-term goals.

Vice Mayor Sanabria would like to see a presentation on the status of the Neighborhood Watch program at a future Council meeting and would like Chief Lozano to make more presentations at ceremonial events.

## **Closing Remarks**

City Manager Cisneros acknowledged Mr. Ornelas, Ms. Mazyck, Ms. Crum, Department Heads, staff and the behind the scenes staff for all their support.

Mayor Ortiz thanked Mr. Ornelas and all for working as a team and attending the workshop discussion.

Mr. Ornelas, Management Advisor, stated a final product will be forthcoming and suggested having another workshop next May.

Council Member Amezcua suggested a retreat each quarter. He commended Mr. Ornelas, City Manager Cisneros and executive team for all their support and time towards this workshop discussion.

Vice Mayor Sanabria thanked everyone, appreciates the opportunity to interact and provide direction to staff and thanked her colleagues.

Council Member Macias thanked staff and her colleagues for coming in on the weekend and for all their support. Ms. Macias thanked Mr. Ornelas for his service and everyone as well, noted all the good ideas and to continue to work as a team.

Council Member Pineda thanked everyone for all their support, noted there's a better understanding that will help make decisions.

### **ADJOURNMENT**

At 12:44 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, March 15, 2016, at 6:00 P.M.

Respectfully submitted,

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Donna G. Schwartz, CMC, City Clerk

DRAFT

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, March 15, 2016

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Tuesday, March 15, 2016, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

**ROLL CALL**

PRESENT: Mayor Graciela Ortiz; Vice Mayor Marilyn Sanabria and Council Members Valentin Palos Amezcuita and Karina Macias. CITY OFFICIALS/STAFF: Edgar Cisneros, City Manager; Arnold Alvarez-Glasman, City Attorney; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Manuel Acosta, Economic Development Manager; Michael Ackerman, City Engineer; Martha Castillo, Human Resources Director and Jessie Gomez, Junior Deputy City Clerk.

ABSENT: Council Member Jhonny Pineda

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Monserrath Bucio, 1<sup>st</sup> grade student at Miles Elementary School.

**INVOCATION**

The invocation was led by Mayor Ortiz.

**PRESENTATIONS AND ANNOUNCEMENTS**

Council presented a Proclamation for "Multiple Sclerosis Awareness Month" for the month of March to Sandra Orozco.

**PUBLIC COMMENT**

1. Teresa Ramirez, Juanita Barrios, Eva Cano, Maria Barrera, Sergio Ortega, Gloria Enciso, Hirlanda Duarte and city residents, commented on the dial-a-ride program, reduced trips and fee increase.
2. Yvonne Correa and Sandra Orozco, voiced concerns on marijuana dispensaries and dial-a-ride service.

Mayor Ortiz asked City Manager Edgar Cisneros to present a brief response to the dial-a-ride program changes. Mr. Cisneros presented a PowerPoint Presentation in response to trip and area reduction along with the fee increase.

4. Leticia Martinez, Chamber of Commerce CEO, introduced Humberto Lopez, Southeast Cities Relay for Life Event Chair and explained the Relay for Life event that will be held on June 25, 2016.
5. Jessica Iniguez and Rocio Trujillo, South East Community Alliance, spoke in regards to underage drinking prevention.
6. Carolyn Denise Barlage, commented on marijuana dispensaries and agenda item #3.
7. Vicky Herrera, commented on marijuana dispensaries and mentioned the city being a Grade A Smoke-Free city.
8. Rodolfo Cruz, commented on combi services, marijuana dispensaries and tree trimming.

At 7:00 p.m. Mayor Ortiz called for a **RECESS**.

At 7:10 p.m. Mayor Ortiz **RECONVENED** the meeting with all Council Members present with the exception of Council Member Pineda ABSENT.

### **PUBLIC COMMENT (continued)**

9. Nick Ioannidis, commented on his life in the city.
10. Dr. Newman, We the People Rising, read a bible verse and addressed diversity.
11. Francisco Torres, League of United Latin American Citizens, congratulated Sandra Orozco and Hilda Estrada, and addressed marijuana permits, bus transportation and dial-a-ride services.
12. Arthur Schaper, mentioned recall papers served, commented on racist comments, acknowledged Nick Ioannidis, and commented on illegal appointments
13. Jesse Sanchez, Patients Association, commended city for Medical Marijuana subject, and provided the city with resource information.
14. Jacob Dunn, Executive Director for Sow Eden Organics, spoke in support of medical marijuana dispensaries and explained the use of marijuana and how it benefits those who have seizures.
15. George Franco, and Betty Retama, Residents, asked Council to place medical marijuana on a ballot and questioned the school crosswalk concern.

At 7:33 p.m. Vice Mayor Sanabria left her seat and returned at 7:55 p.m.

16. Vaughn Becht, spoke about Thomas Jefferson.
17. Robin Hvidston, voiced opposition in regards to the Marijuana dispensaries, honored and read a quote from Nick.
18. Betty Robinson, Raul Rodriguez and Wes Parker, addressed racist remarks, commented on marijuana dispensaries, and commission appointments.
19. Darrell Robinson, acknowledged Nick Ioannidis.
20. Janet West, commented on the Brown Act, asked Council to follow the Brown and Maddy Acts, requested they use English since she is unable to use headphones, commented on services, and requested that Resolution No. 2015-19 be repealed.
21. Valentin Amezquita, quoted a phrase from MLK, commented on the Goal Setting retreat, addressed the reason for not voting for the dial-a-ride reduction and spoke in opposition to marijuana dispensaries.

### **STAFF RESPONSE**

Chief of Police Lozano responded to the comment regarding the schools parking Assessment, explained the 3 phase plan in process and an upcoming community meeting in the near future to present a plan. City Engineer Ackerman added that the city has met with HP Elementary, Aspire and Nimitz to obtain suggestions, stating that improvements will be implemented to mitigate traffic and pedestrian congestion.

Chief Lozano provided an update on the current illegal dispensary case noting that case went before the judge in which judge ordered both parties to engage in conference to resolve the matter outside of court, a follow up court hearing is scheduled for April 5, 2016.

### **CLOSED SESSION**

At 8:11 p.m. City Attorney Alvarez-Glasman recessed to closed session

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Government Code section 54956.9(d)(2)) - One matter
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)

City of Huntington Park v. Santa Coronado  
L.A.S.C case number BC564026

3. CONFERENCE WITH LABOR NEGOTIATOR - Regarding Represented Employees  
(Government Code Section 54957.6(a))  
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager  
Employee Organization: Police Officers Association

At 8:37 p.m. Mayor Ortiz reconvened to open session. All Council Members present with the exception of Council Member Pineda ABSENT.

### **CLOSED SESSION ANNOUNCEMENT**

City Attorney Alvarez-Glasman announced closed session item 1 was not discussed, item 2 direction given no action taken and item 3 no action taken therefore nothing to report.

### **CONSENT CALENDAR**

**Motion:** Council Member Macias motioned to approve consent calendar items, seconded by Vice Mayor Sanabria. Motion passed 3-1-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	Amezquita
ABSENT:	Council Member(s):	Pineda

### **OFFICE OF THE CITY CLERK**

#### **1. Approved Minute(s) of the following City Council Meeting(s):**

- 1-1 Regular City Council Meeting held Tuesday, February 16, 2016
- 1-2 Special City Council Meeting held Tuesday, March 1, 2016

### **CITY MANAGER**

2. Adopted Ordinances Nos. 2016-945 and 2016-946, Amending 1) Title 9, Chapter 3, Article 23, 2) Section 9-4.302, 3) Title 4, Chapter 7, Article 19, and 4) Title 3, Chapter 1, by Adding Article 24 of the Huntington Park Municipal Code Related to Medical Marijuana Cultivation Establishments, Medical Marijuana Dispensaries and Marijuana Delivery.

### **CITY COUNCIL**

3. Adopted Resolution No. 2016-08, in Support of "No Place Like Home" Initiative to Prevent and Address Homelessness in our Local Communities.

### **FINANCE**

4. Approved Accounts Payable and Payroll Warrants dated March 1 and March 15, 2016

### **END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**CITY COUNCIL**

**5. Council Appointments to Youth Commission**

**Motion:** Council Member Amezquita - appointed Andrea Calderon and Nely Perez to the Youth Commission to serve two year terms ending March 2017.

**6. Reappointed City Council Members to Various Agencies and/or Organizations and Adopted Resolution No. 2016-07 Reappointing Representatives to the HUB Cities Consortium**

City Manager Cisneros announced a correction to the stipend amount being \$100 and any Council Member can be appointed as a Delegate.

**Motion:** Vice Mayor Ortiz moved to reappoint Council Member Macias as the Alternate to the Central Basin Water Association, seconded by Vice Mayor Sanabria. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Pineda

**Motion:** Council Member Amezquita motioned to nominate Macias as Delegate to the Eco-Rapid Transit, seconded by Vice Mayor Sanabria. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Pineda

**Motion:** Vice Mayor Sanabria moved to appoint Council Member Macias to the Gateway Cities Council of Governments, seconded by Mayor Ortiz. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Pineda

**REGULAR AGENDA ITEM 6 (continued)**

**Motion:** Vice Mayor Ortiz moved to appoint herself as Member and Vice Mayor Sanabria as Alternate to the HUB Cities Consortium and adopt Resolution No. 2016-07, seconded by Vice Mayor Sanabria. Motion passed 4-0-1 by the following vote:



ROLL CALL:

AYES:	Council Member(s):	Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Pineda

**Motion:** Vice Mayor Ortiz moved to appoint Council Member Macias as Member and Vice Mayor Sanabria as Alternate to the I-710 Project Committee, seconded by Vice Mayor Sanabria. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Pineda

**POLICE**

**7. Approved to Purchase Two Police Department Investigations Division Police Vehicles and Supplementary Equipment**

**Motion:** Vice Mayor Sanabria moved to approve the request to purchase and equip two new Police Department vehicles from Ford Motor Company, specifically South Bay Ford in Hawthorne, CA, authorize additional budget appropriation of \$94,970.60 from the supplemental Frontline Law Enforcement Fund, Account 122-7010-421.74-10 and authorized the Chief of Police to purchase the vehicles and associated equipment seconded by Council Member Macias. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Pineda

**8. Approved to Purchase Two Police Department Patrol Operations Division Police Vehicles and Supplementary Equipment**

**Motion:** Vice Mayor Sanabria moved to approve the request to purchase and equip two new Police Department Patrol Services Division police vehicles from the Ford Motor Company, specifically South Bay Ford in Hawthorne, CA, authorize the Chief of Police to purchase the vehicles and associated equipment, seconded by Council Member Macias. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Pineda

**REGULAR AGENDA (continued)**

**PARKS AND RECREATION**

**9. Approved the Activities in Public Places Permit & Fee Waiver Request for the American Cancer Society**

**Motion:** Vice Mayor Ortiz moved to approve the activity in Public Places Permit for the American Cancer Society's "Relay for Life" Event, scheduled for June 24-26, 2016 on the Salt Lake Park baseball diamonds, and approved the facility fee waiver for the event, seconded by Vice Mayor Sanabria. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Pineda

**10. Approved Activities in Public Places Permit for the Abandoned Children of Nicaragua, Central American Foundation**

**Motion:** Vice Mayor Sanabria approve the activity in Public Places Permit for the use of the Salt Lake Park Baseball Diamonds on May 21, 2016, for the Children of Nicaragua, Central American Foundations annual fundraiser event, seconded by Council Member Macias. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Pineda

**PUBLIC WORKS**

**11. Concession Stand at Keller Park**

**Motion:** Mayor Ortiz moved to approve the demolition of the concession stand at Keller Park, seconded by: Council Member Macias. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Pineda

**END OF REGULAR AGENDA**

**PUBLIC HEARING**

**COMMUNITY DEVELOPMENT**

**12. Hearing of the City of Huntington Park's Housing and Community Development Needs in Preparation of the Fiscal Year (FY) 2016-2017 Annual**

## Action Plan

Mayor Ortiz opened up the item for public comment hearing none, declared public comments closed

**Motion:** Vice Mayor Sanabria motioned to approve a public hearing, considered public testimony and staff's analysis and received and filed the City's Housing and Community Development needs in preparation of the FY 2016-2017 Annual Action Plan, seconded by: Mayor Ortiz. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Pineda

## PUBLIC HEARING

**13. Adopted Amendment; Development Permit 2016-02; and the Adopted an Associated Negative Declaration Under the California Environmental Quality Act (CEQA) Case No. 2016-01, for Property Located at 5400 Pacific Boulevard**

### Public Comment

Mayor Ortiz opened up the item for public comment hearing none, declared public comments closed

**Motion:** Vice Mayor Sanabria motioned to conduct a public hearing, consider public testimony and staff's analysis, waive further reading, and introduce Ordinance No. 2016-947, amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code relating to allowed land uses, schedule the second reading and adoption of the Ordinance for April 5, 2016 and approve a Development Permit for a change of use and tenant improvements to an existing 6,000 square foot building; and adopt an associated Negative Declaration under the California Environmental Quality Act (CEQA) for property located at 5400 Pacific Boulevard, seconded by: Council Member Macias. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Amezquita, Macias, Vice Mayor Sanabria and Mayor Ortiz
NOES:	Council Member(s):	None
ABSENT:	Council Member(s):	Pineda

## DEPARTMENTAL REPORTS (information only)

### WRITTEN COMMUNICATIONS - None

### COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita – expressed his concerns in regards to the marijuana ordinance adding that he would have preferred this to be placed on a ballot, commented on the dial-a-ride passenger rides and recommended to include a fixed year for the Concession Stand at Keller Park Request for Proposal. Suggested to avoid any expenditures to avoid layoffs. Thanked staff and everyone in attendance.

Council Member Karina Macias - thanked staff and the City Manager for the productive workshop, reiterated her comment regarding those individuals from outside the city are

racist adding that she will continue to speak Spanish to the city residents, addressed Council Member Amezcuita for condoning individuals behavior, commented on how well all Council Members were working as a group at the workshop.

Council Member Jhonny Pineda - ABSENT

Vice Mayor Marilyn Sanabria – thanked staff for a fruitful workshop, commented on Council Member Amezcuita's comments in regards to the Budget, requested that Mr. Amezcuita come prepared to each City Council Meeting, to stop misleading the community, assured all present that all decisions she makes are not taken lightly, she is here to move the community forward. Encouraged the public to sign up for both the C.E.R.T. program and the bulky item program.

Mayor Graciela Ortiz – thanked staff for the hard work on the goal setting workshop and for staying late. Respectfully asked Council Member Amezcuita to watch his words, and informed him that the community would appreciate seeing him in more community events, spoke in regards to the current illegal dispensaries in the City, mentioned that the Police Department will have more control and access once the Ordinance is in effect, encouraged the residents to contact City Hall to obtain additional Dial a Ride services and closed by adding that she has been receiving positive comments and feedback from City Residents regarding the HP Express bus services and closed by thanking her colleagues who were in Support.

### **ADJOURNMENT**

At 10:17 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, April 5, 2016, at 6:00 P.M.

Respectfully submitted,

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Yesenia "Jessie" Gomez, Junior Deputy City Clerk

## City of Huntington Park

### List of Funds

Fund	Description	Fund	Description
111	General Fund	237	Community Planning
112	Waste Collection/Disposal	239	Federal CDBG Fund
114	Spec Events Contrib Rec	240	HUD EZ/EC Soc Sec Block
115	Contingency Fund	242	HUD Home Program
120	Special Revenue DNA ID	243	HUD 108 B03MC060566
121	Special Revnu Welfare Inm	245	EPA Brownfield
150	Emergency Preparedness	246	LBPHCP-Lead Base
151	Economic Development	247	Neighborhood Stabilization
201	Environmental Justice	248	Homelessness Prevention
212	P & R Grants	252	ABC
213	Park Facilities	275	Successor Agency
214	Recreation Field Charter	283	Sewer Maintenance Fund
216	Employees Retirement Fund	285	Solid Waste Mgmt Fund
217	OPEB	286	Illegal Disposal Abatemnt
219	Sales Tax-Transit Fund A	287	Solid Waste Recycle Grant
220	Sales Tax-Transit C	334	Ped/Bike Path Fund
221	State Gasoline Tax Fund	349	Capital Improvement Fund
222	Measure R	475	Public Financng Authority
223	Local Origin Program Fund	533	Business Improv Dist Fund
224	Office of Traffc & Safety	535	Strt Lght & Lndscp Assess
225	Cal Cops Fund	681	Water Department Fund
226	Air Quality Improv Trust	741	Fleet Maintenance
227	Offc of Criminal Justice	745	Worker's Compensation Fnd
228	Bureau of Justice Fund	746	Employee Benefit Fund
229	Police Forfeiture Fund	748	Veh & Equip Replacement
231	Parking System Fund	779	Deferred Comp. Trust Fund
232	Art in Public Places Fund	800	Pooled Cash
233	Bullet Proof Vest Grant	801	Pooled Cash Fund
234	Congressional Earmark	802	Pooled Interest
235	Federal Street Improvmnt		

**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**4-05-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
A & A INTERNATIONAL GROUP	21039-9444	681-0000-228.70-00	Deposit Refund	105.61	N
				<b>105.61</b>	
AAA ELECTRICAL SUPPLY INC	109779-00	221-8014-429.61-20	Dept Supplies & Expense	253.50	N
	109978-00	535-8016-431.61-45	Street Lighting Supplies	223.34	N
				<b>476.84</b>	
AARON CRUZ	57306/57775	111-6060-466.33-20	Contractual Srv Class	184.80	N
	57281/57587	111-6060-466.33-20	Contractual Srv Class	211.20	N
	57326/57781	111-6060-466.33-20	Contractual Srv Class	158.40	N
	57828/57828	111-6060-466.33-20	Contractual Srv Class	26.40	N
	57611/57613	111-6060-466.33-20	Contractual Srv Class	52.80	N
	57326/57620	111-6060-466.33-20	Contractual Srv Class	132.00	N
	57828/57828	111-6060-466.33-20	Contractual Srv Class	26.40	N
				<b>792.00</b>	
ABBA TERMITE & PEST CONTROL	27852	111-7065-441.61-20	Dept Supplies & Expense	245.00	N
				<b>245.00</b>	
ABIGAIL VALLE	03/15/2016	111-7010-421.59-20	Professional Develop Post	35.96	N
				<b>35.96</b>	
ADAMSON POLICE PRODUCTS	INV205073	225-7120-421.74-10	Equipment	1,079.10	N
				<b>1,079.10</b>	
ADMIN SURE	9220	745-9030-413.33-70	Contrctual Srv 3rd Party	7,080.40	N
				<b>7,080.40</b>	
AFSCME COUNCIL 36	PPE 3-13-2016	802-0000-217.60-10	Association Dues	680.40	Y
				<b>680.40</b>	
ALL CITY MANAGEMENT SERVICES	42516	111-7022-421.56-41	Contract/Other	5,653.04	N
	42756	111-7022-421.56-41	Contract/Other	6,171.48	N
				<b>11,824.52</b>	
ALL VALLEY HONEY AND BEE	44681	111-7065-441.61-20	Dept Supplies & Expense	150.00	N
				<b>150.00</b>	
ALVAREZ-GLASMAN & COLVIN	2016-01-14944	111-0220-411.32-70	Contractual Srv Legal	54,485.82	N
	2015-11-14796	745-9031-413.32-70	Contractual Srv Legal	129.42	N
				<b>54,615.24</b>	
AMERI PRIDE UNIFORM SERVICES INC	1401315506	111-8020-431.61-20	Dept Supplies & Expense	134.22	N
	1401321166	111-8020-431.61-20	Dept Supplies & Expense	140.47	N
	1401325502	111-8020-431.61-20	Dept Supplies & Expense	141.22	N

**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**4-05-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
AMERI PRIDE UNIFORM SERVICES INC	1401315506	741-8060-431.61-20	Dept Supplies & Expense	30.98	N
	1401321166	741-8060-431.61-20	Dept Supplies & Expense	30.98	N
	1401325502	741-8060-431.61-20	Dept Supplies & Expense	30.98	N
				<b>508.85</b>	
AMERICAN EXPRESS	2014180	111-0110-411.58-09	Prof Dvlpmnt Exp/Council	9.15	Y
	2014181	111-0110-411.58-09	Prof Dvlpmnt Exp/Council	39.20	Y
	2013596	111-0110-411.58-09	Prof Dvlpmnt Exp/Council	9.15	Y
	WZOFUB7X8PQ	111-0110-411.61-20	Dept Supplies & Expense	22.90	Y
	TBU5063HKSX	111-0110-411.61-20	Dept Supplies & Expense	14.36	Y
	WZOCW7KCLM2	111-0110-411.61-20	Dept Supplies & Expense	63.10	Y
	1242	111-0110-411.65-20	Amezquita	100.00	Y
	32173926034	111-0110-411.66-05	Council Meeting Expenses	70.00	Y
	PF6Z2B	111-0110-411.66-05	Council Meeting Expenses	82.27	Y
	10791200204	111-0110-411.66-05	Council Meeting Expenses	15.00	Y
	84223696043	111-0230-413.54-00	Advertising & Publication	100.00	Y
	43A4	111-0230-413.54-00	Advertising & Publication	320.00	Y
	5262181672675	111-1010-411.59-15	Professional Development	219.96	Y
	479118	111-3010-415.61-20	Dept Supplies & Expense	36.61	Y
	73	111-3010-415.61-20	Dept Supplies & Expense	19.00	Y
	23577186	111-3010-415.61-20	Dept Supplies & Expense	37.01	Y
	21800044	111-3010-415.61-20	Dept Supplies & Expense	122.72	Y
	02/19/2016	111-3010-415.61-20	Dept Supplies & Expense	96.40	Y
	85541356052	111-3010-415.61-20	Dept Supplies & Expense	52.69	Y
	71000014	111-4010-431.59-15	Professional Development	37.68	Y
	PGZ3GO	111-4010-431.59-15	Professional Development	55.45	Y
	74512396029	111-6020-451.61-35	Recreation Supplies	10.89	Y
	1142554	111-7010-421.59-15	Professional Development	1,620.00	Y
	364826	111-7010-421.61-20	Dept Supplies & Expense	32.00	Y
	94658	111-7010-421.61-20	Dept Supplies & Expense	34.38	Y
	PENSTI	111-7010-421.61-20	Dept Supplies & Expense	29.90	Y
	17700878	111-7010-421.61-20	Dept Supplies & Expense	117.75	Y
	1/29/16-2/21/16	111-7010-421.61-20	Dept Supplies & Expense	351.72	Y
	17703	111-7010-421.61-20	Dept Supplies & Expense	100.31	Y
	02/04/2016	111-7022-421.61-24	Patrol Admin Volunteers	11.16	Y
	02/24/2016	111-7022-421.61-24	Patrol Admin Volunteers	10.96	Y



**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**4-05-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
AMERICAN EXPRESS	479118	239-5060-463.61-20	Dept Supplies & Expense	36.61	Y
	32741309	239-5060-463.61-20	Dept Supplies & Expense	19.00	Y
	519099	239-6060-466.61-20	Dept Supplies & Expense	350.00	Y
	32743237	246-5098-463.59-10	Tuition & Training	300.00	Y
	12363654635	246-5098-463.59-10	Tuition & Training	490.40	Y
				<b>5,037.73</b>	
AMERICAN FAMILY LIFE ASSURANCE	PPE 3-13-2016	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
				<b>106.58</b>	
ARACELY PEREZ	57725/58120	111-0000-347.20-00	Deposit Refund	125.00	N
				<b>125.00</b>	
ARROYO BACKGROUND INVESTIGATIONS	830	111-7010-421.56-41	Contract/Other	2,150.00	N
	837	111-7010-421.56-41	Contract/Other	1,600.00	N
	841	111-7010-421.56-41	Contract/Other	2,700.00	N
	843	111-7010-421.56-41	Contract/Other	1,350.00	N
				<b>7,800.00</b>	
ASSOCIATED OF LOS ANGELES, INC.	S1106600.001	221-8014-429.61-20	Dept Supplies & Expense	228.90	N
	S1107492.001	535-8016-431.61-45	Street Lighting Supplies	41.89	N
				<b>270.79</b>	
AT&T	7466256	111-9010-419.53-10	Telephone & Wireless	3,500.15	N
	7644255	111-9010-419.53-10	Telephone & Wireless	1,769.68	N
	7644257	111-9010-419.53-10	Telephone & Wireless	92.99	N
	7773667	111-9010-419.53-10	Telephone & Wireless	3,864.03	N
	7773666	111-9010-419.53-10	Telephone & Wireless	1,780.71	N
	7773668	111-9010-419.53-10	Telephone & Wireless	90.84	N
	7745324	111-9010-419.53-10	Telephone & Wireless	1,205.36	N
	7644258	681-8030-461.53-10	Telephone & Wireless	245.51	N
	7773669	681-8030-461.53-10	Telephone & Wireless	245.20	N
				<b>12,794.47</b>	
AT&T MOBILITY	X03142016	111-0110-411.53-10	Cell Phone Allowance	395.05	N
	X03142016	111-6010-419.53-10	Telephone & Wireless	127.49	N
	X03142016	111-7010-421.53-10	Telephone & Wireless	800.65	N
	X03142016	111-7010-421.53-10	Telephone & Wireless	3,397.17	N
	X03142016	111-8010-431.53-10	Telephone & Wireless	299.07	N
	X03142016	111-9010-419.53-10	Telephone & Wireless	70.77	N
				<b>5,090.20</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-05-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AT&T PAYMENT CENTER	3/7/16-4/6/16	111-7010-421.53-10	Telephone & Wireless	66.31	N
	1/28/15-2/27/16	111-7010-421.53-10	Telephone & Wireless	399.39	N
	2/7/16-3/6/16	111-7010-421.53-10	Telephone & Wireless	312.41	N
	3/7/16-4/6/16	111-9010-419.53-10	Telephone & Wireless	80.99	N
	3/7/16-4/6/16	111-9010-419.53-10	Telephone & Wireless	195.55	N
	3/7/16-4/6/16	111-9010-419.53-10	Telephone & Wireless	101.30	N
	3/7/16-4/6/16	111-9010-419.53-10	Telephone & Wireless	33.29	N
	3/7/16-4/6/16	111-9010-419.53-10	Telephone & Wireless	33.29	N
	3/7/16-4/6/16	111-9010-419.53-10	Telephone & Wireless	33.29	N
	3/7/16-4/6/16	111-9010-419.53-10	Telephone & Wireless	33.29	N
				<b>1,289.11</b>	
BENISON ALLIANCE, LLC	22225-2518	681-0000-228.70-00	Credit Balance Refund	45.22	N
				<b>45.22</b>	
BENNETT LANDSCAPE	151849	111-8095-431.56-60	Contract Landscape Mantnc	20,666.67	N
				<b>20,666.67</b>	
BRIZUELA'S IRON WORK	915	111-7020-421.43-10	Buildings - O S & M	240.00	N
	916	535-6090-452.61-20	Dept Supplies & Expense	1,155.40	N
				<b>1,395.40</b>	
CALPERS	100000014718530	111-7010-421.24-50	Unfunded Pers Contr-Sworn	83,930.00	N
	1983	217-0230-413.28-00	Retiree Health Ins Premum	139,061.04	N
	1983	217-0230-413.56-41	Contractual Srvc - Other	472.84	N
	1983	746-0213-413.56-41	Contractual Srvc - Other	472.84	N
	1983	802-0000-217.50-10	Health Insurance	145,160.27	N
				<b>369,096.99</b>	
CANON	15880162	111-9010-419.43-15	Financial Systems	693.88	N
				<b>693.88</b>	
CARD INTEGRATORS	87346-IN	111-7010-421.61-20	Dept Supplies & Expense	3,237.05	N
				<b>3,237.05</b>	
CARL WARREN & CO.	1740668	745-9031-413.33-70	Contrctual Srv 3rd Party	750.00	N
	1740669	745-9031-413.33-70	Contrctual Srv 3rd Party	375.00	N
				<b>1,125.00</b>	
CARLA ENRIQUETA TORRES GARCIA	56290-57186	111-6060-466.33-20	Contractual Srv Class	904.00	N
				<b>904.00</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-05-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CARLOS S. PARRA	PPE 01-31-16	111-9010-419.33-10	Bank Services	117.00	N
				<b>117.00</b>	
CCAP AUTO LEASE LTD	03/15/2016	226-9010-419.74-10	Equipment	213.72	N
	03/15/2016	226-9010-419.74-10	Equipment	213.72	N
				<b>427.44</b>	
CECILIA SORIANO	56715/57843	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
CELL BUSINESS EQUIPMENT	IN1767429	111-0110-411.43-05	Office Equip - O S & M	202.75	N
	IN1767429	111-0210-413.43-05	Office Equip - O S & M	202.00	N
				<b>404.75</b>	
CENTRAL BASIN MWD	HP-FEB16	681-8030-461.41-00	Water Purchase/Resource	137,605.02	N
				<b>137,605.02</b>	
CENTRAL FORD	271243	741-8060-431.43-20	Vehicles - O S & M	348.67	N
	271450	741-8060-431.43-20	Vehicles - O S & M	150.11	N
	271714	741-8060-431.43-20	Vehicles - O S & M	235.85	N
	271970	741-8060-431.43-20	Vehicles - O S & M	244.20	N
	272115	741-8060-431.43-20	Vehicles - O S & M	1,211.78	N
	272157	741-8060-431.43-20	Vehicles - O S & M	15.75	N
	272390	741-8060-431.43-20	Vehicles - O S & M	145.26	N
	272405	741-8060-431.43-20	Vehicles - O S & M	205.83	N
	272410	741-8060-431.43-20	Vehicles - O S & M	131.97	N
	272489	741-8060-431.43-20	Vehicles - O S & M	350.03	N
	272493	741-8060-431.43-20	Vehicles - O S & M	388.34	N
	272503	741-8060-431.43-20	Vehicles - O S & M	80.67	N
	272843	741-8060-431.43-20	Vehicles - O S & M	131.11	N
	272989	741-8060-431.43-20	Vehicles - O S & M	104.02	N
	273374	741-8060-431.43-20	Vehicles - O S & M	40.23	N
	273395	741-8060-431.43-20	Vehicles - O S & M	145.12	N
	273455	741-8060-431.43-20	Vehicles - O S & M	637.14	N
	273477	741-8060-431.43-20	Vehicles - O S & M	41.14	N
				<b>4,607.22</b>	
CHAMPION CJD	447820	741-8060-431.43-20	Vehicles - O S & M	113.36	N
				<b>113.36</b>	
CINTIA VALENCIA	57306/57523	111-6060-466.33-20	Contractual Srv Class	92.80	N
				<b>92.80</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-05-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CITY OF HUNTINGTON BEACH	465611	287-8057-432.64-00	Memberships & Meetings	81.00	N
				<b>81.00</b>	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 3-13-2016	802-0000-217.30-30	Med Reimb 125	537.52	Y
				<b>537.52</b>	
CITY OF HUNTINGTON PARK GEA	PPE 3-13-2016	802-0000-217.60-10	Association Dues	135.45	Y
				<b>135.45</b>	
CLINICAL LAB OF SAN BERNARDINO, INC	948734	681-8030-461.56-41	Contractual Srvc - Other	1,058.50	N
				<b>1,058.50</b>	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 3-13-2016	802-0000-217.50-40	Life-Cancer Insurance	1,614.40	Y
				<b>1,614.40</b>	
COMSERCO, INC.	74159	741-8060-431.43-20	Vehicles - O S & M	155.00	N
				<b>155.00</b>	
CONNIE L. NEELY	56931/57895	111-0000-347.50-00	Deposit Refund	40.00	N
				<b>40.00</b>	
COUNTY OF L.A. DEPT OF PUBLIC WORKS	16030810128	221-8014-429.56-41	Contractual Srvc - Other	549.64	N
				<b>549.64</b>	
CRISTIAN DIAZ	57818/58112	111-0000-347.20-00	Deposit Refund	75.00	N
				<b>75.00</b>	
CYNTHIA CARROLL SELLS	11197	745-9031-413.32-70	Contractual Srv Legal	1,807.75	N
				<b>1,807.75</b>	
DAPEER, ROSENBLIT & LITVAK	11061	111-0220-411.32-20	Legal Exp - Police Matter	112.50	N
	11060	111-0220-411.32-20	Legal Exp - Police Matter	2,387.60	N
	11067	111-0220-411.32-20	Legal Exp - Police Matter	855.00	N
	11066	111-0220-411.32-20	Legal Exp - Police Matter	1,181.45	N
	11064	111-0220-411.32-20	Legal Exp - Police Matter	2,303.25	N
	11062	111-0220-411.32-20	Legal Exp - Police Matter	112.50	N
	11065	111-0220-411.32-20	Legal Exp - Police Matter	945.00	N
	11063	111-0220-411.32-20	Legal Exp - Police Matter	877.50	N
	11068	111-0220-411.32-20	Legal Exp - Police Matter	305.71	N
				<b>9,080.51</b>	
DAPPER TIRE CO.	42875772	741-8060-431.43-20	Vehicles - O S & M	598.04	N
				<b>598.04</b>	
DE LAGE LANDEN	49210107	111-0110-411.43-05	Office Equip - O S & M	64.05	N
	47728289	111-0110-411.43-05	Office Equip - O S & M	64.05	N
	49210107	111-0210-413.43-05	Office Equip - O S & M	64.05	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-05-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
DE LAGE LANDEN	47728289	111-0210-413.43-05	Office Equip - O S & M	64.05	N
	49309778	111-7010-421.44-10	Rent (Incl Equip Rental)	685.56	N
				<b>941.76</b>	
DELTA DENTAL	BE001559378	802-0000-217.50-20	Dental Insurance	8,304.80	N
				<b>8,304.80</b>	
DELTA DENTAL INSURANCE COMPANY	BE001555906	802-0000-217.50-20	Dental Insurance	2,873.19	N
				<b>2,873.19</b>	
DEPARTMENT OF JUSTICE	151096	111-7030-421.56-41	Contract/Other	685.00	N
				<b>685.00</b>	
DISH NETWORK	3/12/16-4/11/16	111-7022-421.44-10	Rent (Incl Equip Rental)	69.08	N
				<b>69.08</b>	
DIVISION OF THE STATE ARCHITECT	03/10/2016	111-0000-321.10-30	SB1186-Disability Access	1,181.50	N
				<b>1,181.50</b>	
DULCE MARIA CHAVEZ	56350/57553	111-6060-466.33-20	Contractual Srv Class	486.40	N
	56880/57471	111-6060-466.33-20	Contractual Srv Class	425.60	N
	56350/57396	111-6060-466.33-20	Contractual Srv Class	486.40	N
	57290/57730	111-6060-466.33-20	Contractual Srv Class	395.20	N
				<b>1,793.60</b>	
EDGAR CISNEROS	03/04/2016	111-0210-413.61-20	Dept Supplies & Expense	31.56	N
				<b>31.56</b>	
ELEUTERIA NUNO	57219/57842	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
ELISA COREA	57982/58071	111-0000-228.20-00	Deposit Refund	150.00	N
				<b>150.00</b>	
ENTERPRISE FM TRUST	FBN2975246	226-9010-419.74-20	Vehicle Replacements	1,740.33	N
	FBN2975246	229-7010-421.74-10	Equipment	122.41	N
				<b>1,862.74</b>	
ESPERANZA ALBALAT	19943-7164	681-0000-228.70-00	Deposit Refund	58.41	N
				<b>58.41</b>	
EVANGELINA BULARD	56384/58052	111-0000-347.20-00	Deposit Refund	60.00	N
				<b>60.00</b>	
EXPERT ROOTER	92380	111-6022-451.43-10	Buildings - O S & M	176.00	N
				<b>176.00</b>	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
F&A FEDERAL CREDIT UNION	PPE 3-13-2016	802-0000-217.60-40	Credit Union	16,191.00	Y
				<b>16,191.00</b>	
FAIR HOUSING FOUNDATION	7	239-5060-463.56-41	Contractual Srvc - Other	587.90	N
	8	239-5060-463.56-41	Contractual Srvc - Other	634.35	N
				<b>1,222.25</b>	
FERGUSON ENTERPRISES INC	3060867	111-6022-451.43-10	Buildings - O S & M	1,645.90	N
	3060923	111-6022-451.43-10	Buildings - O S & M	84.22	N
	3020227	111-7020-421.43-10	Buildings - O S & M	81.99	N
				<b>1,812.11</b>	
GAGE BOWL INC	16-11908	111-0000-321.10-00	Business License Refund	250.00	N
				<b>250.00</b>	
GALLS	BC0237744	111-7010-421.61-20	Dept Supplies & Expense	1,059.32	N
	BC0245740	111-7010-421.61-20	Dept Supplies & Expense	54.49	N
	BC0245743	111-7010-421.61-20	Dept Supplies & Expense	54.49	N
				<b>1,168.30</b>	
GARDA CL WEST, INC.	20139419	111-9010-419.33-10	Bank Services	228.49	N
				<b>228.49</b>	
GERALD M. CHAVARRIA	56871/58019	111-6060-466.33-20	Contractual Srv Class	296.80	N
				<b>296.80</b>	
GOLDEN WEST COLLEGE	4/4/16-4/8/16	111-7010-421.59-20	Professional Develop Post	121.00	N
				<b>121.00</b>	
GRAPHIC INNOVATIONS	67	111-6020-451.61-35	Recreation Supplies	460.00	N
				<b>460.00</b>	
HARBOR AREA FARMER'S MARKET	16-17200	111-0000-321.10-00	Business License Refund	76.11	N
				<b>76.11</b>	
HECTOR CARRILLO	15513-7624	681-0000-228.70-00	Deposit Refund	7.25	N
				<b>7.25</b>	
HERNAN OSWALDO DAVILA	57132/57536	111-6060-466.33-20	Contractual Srv Class	254.40	N
				<b>254.40</b>	
HINDERLITER DE LLAMAS AND ASSOC	25112-IN	111-9010-419.56-41	Contractual Srvc - Other	1,704.50	N
				<b>1,704.50</b>	
HONEYWELL INTERNATIONAL INC.	5235634136	111-6022-451.56-41	Contractual Srvc - Other	6,405.83	N
	5235634136	111-7020-421.56-41	Other	6,405.84	N
	5235634136	111-8022-419.56-41	Contractual Srvc - Other	6,405.84	N
				<b>19,217.51</b>	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 3-13-2016	802-0000-217.60-10	Association Dues	50.00	Y
				<b>50.00</b>	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 3-13-2016	802-0000-217.60-10	Association Dues	3,983.58	Y
				<b>3,983.58</b>	
HUNTINGTON PARK RUBBER STAMP CO.	JC274230	111-0110-411.61-20	Dept Supplies & Expense	100.94	N
	RGC274710	111-7040-421.61-33	Dept Supplies Prop Evidnc	257.22	N
	275696	111-8020-431.61-20	Dept Supplies & Expense	63.11	N
	FEB 2016	741-8060-431.43-20	Vehicles - O S & M	209.00	N
				<b>630.27</b>	
IMPACT TIRE SERVICE	5513	741-8060-431.43-20	Vehicles - O S & M	167.50	N
	5500	741-8060-431.43-20	Vehicles - O S & M	25.00	N
	5618	741-8060-431.43-20	Vehicles - O S & M	20.00	N
	5574	741-8060-431.43-20	Vehicles - O S & M	180.55	N
	5567	741-8060-431.43-20	Vehicles - O S & M	180.55	N
	5631	741-8060-431.43-20	Vehicles - O S & M	25.00	N
				<b>598.60</b>	
INDEPENDENT CITIES ASSOCIATION	2016-22	111-0240-466.59-15	Professional Development	2,697.00	N
				<b>2,697.00</b>	
INDUSTRIAL CHEM LABS & SVCS	179370	111-8010-431.61-21	Materials	131.11	N
				<b>131.11</b>	
INDUSTRIAL CONTAINER SERV -CA LLC	51037107	535-6090-452.61-20	Dept Supplies & Expense	474.15	N
				<b>474.15</b>	
INTER VALLEY POOL SUPPLY, INC	84042	681-8030-461.41-00	Water Purchase/Resource	248.49	N
	84043	681-8030-461.41-00	Water Purchase/Resource	225.14	N
	84148	681-8030-461.41-00	Water Purchase/Resource	225.14	N
	84312	681-8030-461.41-00	Water Purchase/Resource	250.16	N
				<b>948.93</b>	
INTOXIMETERS	525800	111-7022-421.61-27	Dept Supplies Jail	7.85	N
				<b>7.85</b>	
J.V.S	57491/58122	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
JACQUELINE MARROQUIN	57570/58051	111-0000-347.50-00	Deposit Refund	25.00	N
				<b>25.00</b>	
JCL TRAFFIC	83387	221-8012-429.61-20	Dept Supplies & Expense	535.20	N
	84227	221-8012-429.61-20	Dept Supplies & Expense	94.83	N
				<b>630.03</b>	



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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
JDS TANK TESTING & REPAIR INC	8596	741-8060-431.43-20	Vehicles - O S & M	135.00	N
	8474	741-8060-431.43-20	Vehicles - O S & M	135.00	N
				<b>270.00</b>	
JERRY'S AUTO BODY, INC.	30037	741-8060-431.43-20	Vehicles - O S & M	1,998.12	N
				<b>1,998.12</b>	
JORGE RAMOS	03/09/16	111-7010-421.59-30	Prof Dev - STC & Training	16.30	N
				<b>16.30</b>	
JOSEPHINA ARCE	14455-25484	681-0000-228.70-00	Deposit Refund	5.97	N
				<b>5.97</b>	
JUAN GARCIA	51870/58050	111-0000-228.20-00	Deposit Refund	425.00	N
				<b>425.00</b>	
KEYSTONE UNIFORM DEPOT	74019	111-7010-421.61-20	Dept Supplies & Expense	427.99	N
				<b>427.99</b>	
LA COUNTY SHERIFF'S DEPT	163238SS	111-7022-421.56-41	Contract/Other	1,010.88	N
				<b>1,010.88</b>	
LACMTA	800063243	219-0250-431.58-50	Bus Passes	5,360.00	N
				<b>5,360.00</b>	
LAN WAN ENTERPRISE, INC	54560	111-7010-421.56-41	Contract/Other	15,600.00	N
	54185	114-6010-451.73-10	Improvements	1,819.30	N
	54615	114-6010-451.73-10	Improvements	594.00	N
	54629	114-6010-451.73-10	Improvements	697.90	N
	54426	225-7120-421.74-10	Equipment	798.85	N
	54624	225-7120-421.74-10	Equipment	183.17	N
	54588	229-7010-421.74-10	Equipment	217.40	N
				<b>19,910.62</b>	
LEGAL SHIELD	03/15/2016	802-0000-217.60-50	Legal Sheild Plan	267.00	N
				<b>267.00</b>	
LEONARD GARCIA	509	111-0110-411.66-05	Council Meeting Expenses	14.89	N
	41	111-0110-411.66-05	Council Meeting Expenses	14.73	N
	20	111-0110-411.66-05	Council Meeting Expenses	12.10	N
	17	111-6020-451.61-35	Recreation Supplies	58.00	N
	60767	111-6020-451.61-35	Recreation Supplies	10.00	N
				<b>109.72</b>	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
LGP EQUIPMENT RENTALS INC	36501	535-8016-431.73-10	Improvements	1,990.50	N
				<b>1,990.50</b>	
LIBERTY PAPER	283105	111-0110-411.61-20	Dept Supplies & Expense	282.96	N
	283105	111-3010-415.61-20	Dept Supplies & Expense	282.96	N
	283105	111-6010-451.61-20	Dept Supplies & Expense	353.71	N
	283105	111-7010-421.61-20	Dept Supplies & Expense	466.89	N
	283105	111-8020-431.61-20	Dept Supplies & Expense	28.30	N
				<b>1,414.82</b>	
LITIGATION SUPPORT PROFESSIONALS	4153	745-9031-413.32-70	Contractual Srv Legal	701.25	N
				<b>701.25</b>	
LIZET NUNEZ	6160029	111-6020-451.61-35	Recreation Supplies	10.00	N
	5230002	111-6020-451.61-35	Recreation Supplies	10.00	N
				<b>20.00</b>	
LOGAN SUPPLY COMPANY, INC.	86973	535-6090-452.61-20	Dept Supplies & Expense	51.34	N
	86975	535-8016-431.61-45	Street Lighting Supplies	53.66	N
				<b>105.00</b>	
LUCIA CASTILLO	57278/58014	111-6060-466.33-20	Contractual Srv Class	334.40	N
	57161/57994	111-6060-466.33-20	Contractual Srv Class	425.60	N
	56980/57444	111-6060-466.33-20	Contractual Srv Class	425.60	N
				<b>1,185.60</b>	
LYNBERG & WATKINS APC	41476	745-9031-413.32-70	Contractual Srv Legal	4,316.26	N
	41477	745-9031-413.32-70	Contractual Srv Legal	309.25	N
	41459	745-9031-413.32-70	Contractual Srv Legal	4,677.89	N
	41658	745-9031-413.32-70	Contractual Srv Legal	11,612.11	N
	41659	745-9031-413.32-70	Contractual Srv Legal	1,088.59	N
	41660	745-9031-413.32-70	Contractual Srv Legal	1,781.50	N
	41811	745-9031-413.32-70	Contractual Srv Legal	463.00	N
	41812	745-9031-413.32-70	Contractual Srv Legal	436.00	N
	41822	745-9031-413.32-70	Contractual Srv Legal	4,863.80	N
	42004	745-9031-413.32-70	Contractual Srv Legal	6,867.61	N
	42005	745-9031-413.32-70	Contractual Srv Legal	6,112.10	N
	42026	745-9031-413.32-70	Contractual Srv Legal	517.00	N
				<b>43,045.11</b>	
MANAGED HEALTH NETWORK	3200004310	802-0000-217.50-60	Employee Mental Wellness	1,332.80	N
				<b>1,332.80</b>	

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MARCO ACOSTA	58121/58121	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
MARIA GUIJOSA	57246/57894	111-0000-228.20-00	Deposit Refund	250.00	N
				<b>250.00</b>	
MARIA JIMENEZ	11/30-12/18/15	111-7010-421.59-20	Professional Develop Post	225.00	N
	11/30-12/18/15	111-7010-421.59-20	Professional Develop Post	1,062.60	N
				<b>1,287.60</b>	
MARIO RIVAS	409402	287-8057-432.61-20	Dept Supplies & Expense	160.47	N
				<b>160.47</b>	
MARTHA PERALTA	18949-22174	681-0000-228.70-00	Deposit Refund	15.64	N
				<b>15.64</b>	
MARX BROS FIRE EXTINGUISHER CO INC.	H007970	741-8060-431.43-20	Vehicles - O S & M	185.98	N
				<b>185.98</b>	
MATSUMOTO CONSULTING LLC	16-03-02 HP	111-3013-415.56-41	Contractual Srvc - Other	2,800.00	N
	16-03-01 HP	111-3013-415.56-41	Contractual Srvc - Other	4,200.00	N
				<b>7,000.00</b>	
METRO TRANSIT SERVICES	201602	219-0000-340.30-00	Transit / Fixed Route Fares	-6,481.28	N
	201602	220-0250-431.56-43	Fixed Route Transit	91,384.02	N
	201602	741-8060-431.62-30	Fuel and Oil	-5,429.72	N
				<b>79,473.02</b>	
MIKE RAAHAUGE SHOOTING ENTERPRISES	794	111-7010-421.56-41	Contract/Other	255.00	N
				<b>255.00</b>	
MR. HOSE INC.	103728	741-8060-431.43-20	Vehicles - O S & M	62.86	N
				<b>62.86</b>	
MUNISERVICES, LLC	41007	111-3013-415.56-41	Contractual Srvc - Other	4,788.48	N
				<b>4,788.48</b>	
NAPA PARTS WHOLESALE	158619	741-8060-431.43-20	Vehicles - O S & M	381.49	N
	158599	741-8060-431.43-20	Vehicles - O S & M	287.27	N
	158725	741-8060-431.43-20	Vehicles - O S & M	46.14	N
	159544	741-8060-431.43-20	Vehicles - O S & M	142.87	N
	153519	741-8060-431.43-20	Vehicles - O S & M	1,025.47	N
	156014	741-8060-431.43-20	Vehicles - O S & M	23.97	N
	157577	741-8060-431.43-20	Vehicles - O S & M	71.18	N
				<b>1,978.39</b>	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
NATION WIDE RETIREMENT SOLUTIONS	PPE 3-13-2016	802-0000-217.40-10	Deferred Compensation	18,438.91	Y
				<b>18,438.91</b>	
NATIONAL TRAINING CONCEPTS, INC.	16-23	111-7010-421.59-15	Professional Development	75.60	N
				<b>75.60</b>	
NATIONWIDE ENVIRONMENTAL SERVICES	27311	220-8070-431.56-41	Contractual Srvc - Other	2,401.15	N
	27311	221-8010-431.56-41	Contractual Srvc - Other	28,186.15	N
	27311	231-3024-415.56-41	Contractual Srvc - Other	6,829.30	N
				<b>37,416.60</b>	
NEREYDA MADERA	56704/57841	111-0000-228.20-00	Deposit Refund	250.00	N
				<b>250.00</b>	
NEW CHEF FASHION INC.	821363	111-7010-421.61-20	Dept Supplies & Expense	170.04	N
				<b>170.04</b>	
NIXON-EGLI EQUIPMENT CO	P13479	741-8060-431.43-20	Vehicles - O S & M	266.61	N
				<b>266.61</b>	
O'REILLY AUTO PARTS	2959-48339	741-8060-431.43-20	Vehicles - O S & M	62.75	N
	2959-462943	741-8060-431.43-20	Vehicles - O S & M	254.26	N
	2959-465769	741-8060-431.43-20	Vehicles - O S & M	17.43	N
	2959-468418	741-8060-431.43-20	Vehicles - O S & M	7.29	N
	2959-472518	741-8060-431.43-20	Vehicles - O S & M	27.25	N
	2959-472379	741-8060-431.43-20	Vehicles - O S & M	31.20	N
	2959-471384	741-8060-431.43-20	Vehicles - O S & M	57.76	N
	2959-471643	741-8060-431.43-20	Vehicles - O S & M	143.64	N
	2959-472036	741-8060-431.43-20	Vehicles - O S & M	16.56	N
	2959-472329	741-8060-431.43-20	Vehicles - O S & M	134.59	N
	2959-472334	741-8060-431.43-20	Vehicles - O S & M	13.07	N
				<b>765.80</b>	
OK PRINTING DESIGN & DIGITAL PRINT	131	111-7010-421.61-20	Dept Supplies & Expense	957.80	N
				<b>957.80</b>	
ORIENTAL TRADING COMPANY, INC.	676839845-01	111-6020-451.61-35	Recreation Supplies	179.69	N
	676923418-01	111-6020-451.61-35	Recreation Supplies	71.11	N
				<b>250.80</b>	
OSUNA SINALOA AUTO GLASS CORP	C002248	741-8060-431.43-20	Vehicles - O S & M	258.38	N
				<b>258.38</b>	
PAC HP HOLDINGS LLC	003/21/16	111-7022-421.44-10	Rent (Incl Equip Rental)	121.55	N
				<b>121.55</b>	

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PACIFIC ALTERNATORS	6402	741-8060-431.43-20	Vehicles - O S & M	354.35	N
				<b>354.35</b>	
PARKHOUSE TIRE, INC.	1010488648	741-8060-431.43-20	Vehicles - O S & M	210.78	N
				<b>210.78</b>	
PARS	33844	111-9010-419.56-41	Contractual Srvc - Other	364.68	N
	33948	217-0230-413.56-41	Contractual Srvc - Other	2,185.45	N
				<b>2,550.13</b>	
PENSKE CHEVROLET	190664	741-8060-431.43-20	Vehicles - O S & M	228.92	N
	191606	741-8060-431.43-20	Vehicles - O S & M	264.61	N
	191819	741-8060-431.43-20	Vehicles - O S & M	9.21	N
	191839	741-8060-431.43-20	Vehicles - O S & M	38.02	N
				<b>540.76</b>	
PI PROPERTIES #79 LLC	22121-21390	681-0000-228.70-00	Deposit Refund	269.83	N
				<b>269.83</b>	
PITNEY BOWES	2804344-MR16	111-7040-421.56-41	Contract/Other	541.92	N
				<b>541.92</b>	
PRO FORCE LAW ENFORCEMENT	267859	111-7010-421.61-20	Dept Supplies & Expense	726.67	N
	267859	233-7010-421.74-10	Equipment	726.67	N
				<b>1,453.34</b>	
PRUDENTIAL OVERALL SUPPLY	50842510	111-6010-451.56-41	Contractual Srvc - Other	42.43	N
	50842511	111-6010-451.56-41	Contractual Srvc - Other	78.57	N
				<b>121.00</b>	
PSYCHOLOGICAL CONSULTING ASSOC, INC	5219233	111-7010-421.56-41	Contract/Other	1,200.00	N
				<b>1,200.00</b>	
PURCHASE POWER	03/11/2016	111-7040-421.56-41	Contract/Other	554.71	N
				<b>554.71</b>	
RAFAEL RANGEL	18355-25832	681-0000-228.70-00	Deposit Refund	165.15	N
				<b>165.15</b>	
READYREFRESH	06C0034574871	111-7010-421.61-20	Dept Supplies & Expense	72.30	N
				<b>72.30</b>	
REIKO TAMURA	22127-1202	681-0000-228.70-00	Deposit Refund	89.14	N
				<b>89.14</b>	
RHYME UNIVERSITY INC	6415262	111-6020-451.61-35	Recreation Supplies	178.70	N
				<b>178.70</b>	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
RICOH USA, INC.	1061126703	111-6010-451.56-41	Contractual Srvc - Other	184.00	N
	5041107656	111-6010-451.56-41	Contractual Srvc - Other	127.47	N
				<b>311.47</b>	
ROADLINE PRODUCTS INC	12224	221-8012-429.61-20	Dept Supplies & Expense	1,175.56	N
				<b>1,175.56</b>	
RUTAN & TUCKER, LLP	736941	111-0220-411.32-70	Contractual Srv Legal	10,414.34	N
	738976	111-0220-411.32-70	Contractual Srv Legal	4,200.00	N
	738978	111-0220-411.32-70	Contractual Srv Legal	4,578.57	N
	738977	216-0210-413.32-70	Contractual Srv Legal	80.00	N
				<b>19,272.91</b>	
SAFETY KLEEN	69349137	741-8060-431.43-20	Vehicles - O S & M	560.37	N
				<b>560.37</b>	
SANTA FE BUILDING MAINTENANCE	14671	111-6022-451.56-41	Contractual Srvc - Other	8,440.23	N
	14671	111-7020-421.56-41	Contract/Other	5,426.78	N
	14671	111-8020-431.56-41	Contractual Srvc - Other	1,065.53	N
	14671	111-8022-419.56-41	Contractual Srvc - Other	3,973.44	N
				<b>18,905.98</b>	
SASE COMPANY INC	INV158406	111-8010-431.61-21	Materials	164.05	N
	INV157755	111-8010-431.61-21	Materials	1,562.33	N
				<b>1,726.38</b>	
SC FUELS	3015301	741-8060-431.62-30	Fuel and Oil	13,919.91	N
				<b>13,919.91</b>	
SCOTT SALES CO	16-3117	111-0000-321.10-00	Business License Refund	3.00	N
				<b>3.00</b>	
SERRATO & ASSOCIATES INC	4/26/16	111-7010-421.59-30	Prof Dev - STC & Training	75.00	N
				<b>75.00</b>	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2083471	283-8040-432.56-41	Contractual Srvc - Other	4,613.05	N
				<b>4,613.05</b>	
SMART & FINAL	031087	111-0110-411.66-05	Council Meeting Expenses	199.39	N
	973504	285-8050-432.61-20	Dept Supplies & Expense	26.98	N
				<b>226.37</b>	
SO CAL TRIUMPH. INC	11602738	741-8060-431.43-20	Vehicles - O S & M	1,171.12	N
				<b>1,171.12</b>	
SONSRAY MACHINERY, LLC	P08366-03	741-8060-431.43-20	Vehicles - O S & M	23.16	N
				<b>23.16</b>	



**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-05-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SOUTH COAST AIR QUALITY MGMT DISTR.	2910308	741-8060-431.43-20	Vehicles - O S & M	346.54	N
	2911228	741-8060-431.43-20	Vehicles - O S & M	121.44	N
				<b>467.98</b>	
SOUTHERN CALIFORNIA EDISON	1/7/16-2/5/16	111-7020-421.62-10	Heat Light Water & Power	6,658.63	N
	2/5/16-3/8/16	111-7020-421.62-10	Heat Light Water & Power	4,738.39	N
	2/18/16-3/18/16	111-8020-431.62-10	Heat Light Water & Power	884.78	N
	1/20/16-2/18/16	111-8020-431.62-10	Heat Light Water & Power	1,001.64	N
	1/7/16-2/5/16	221-8014-429.62-10	Heat Light Water & Power	3,051.48	N
	2/5/16-3/8/16	221-8014-429.62-10	Heat Light Water & Power	49.10	N
	1/4/16-3/7/16	231-3024-415.62-10	Heat Light Water & Power	683.90	N
				<b>17,067.92</b>	
SPARKLETTS	4533656 030316	111-0110-411.61-20	Dept Supplies & Expense	14.50	N
	4533656 030316	111-0210-413.61-20	Dept Supplies & Expense	14.50	N
	15010561 031216	111-5010-419.61-20	Dept Supplies & Expense	24.98	N
	15010561 031216	239-5035-465.61-20	Dept Supplies & Expense	12.49	N
	15010561 031216	239-5040-463.61-20	Dept Supplies & Expense	12.49	N
	15010561 031216	242-5060-463.61-20	Dept Supplies & Expense	12.49	N
	15187658 021716	741-8060-431.43-20	Vehicles - O S & M	15.27	N
				<b>106.72</b>	
SPECTRATURF	DRI04-5048R	535-6090-452.61-20	Dept Supplies & Expense	1,234.27	N
				<b>1,234.27</b>	
STACY MEDICAL CENTER	3160-15052	111-7022-421.56-15	Prisoner Medical Services	1,315.00	N
	3160-15324	111-7022-421.56-15	Prisoner Medical Services	735.00	N
	3160-15593	111-7022-421.56-15	Prisoner Medical Services	700.00	N
				<b>2,750.00</b>	
STANDARD INSURANCE COMPANY	APRIL 2016	802-0000-217.50-70	Life, ADD, LT Disability	1,922.18	N
				<b>1,922.18</b>	
STANLEY CONVERGENT SECURITY	17-12181	111-0000-321.10-00	Business License Refund	10.00	N
				<b>10.00</b>	
SUNGARD PUBLIC SECTOR INC.	116586	111-9010-419.43-15	Financial Systems	10,646.57	N
				<b>10,646.57</b>	
SUSAN CRUM	03/15/2016	111-0110-411.66-05	Council Meeting Expenses	45.02	N
				<b>45.02</b>	
TELEPACIFIC COMMUNICATIONS	75536169-0	111-9010-419.53-10	Telephone & Wireless	1,029.00	N
	75536169-0	111-9010-419.53-10	Telephone & Wireless	287.50	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-05-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
TELEPACIFIC COMMUNICATIONS	75536169-0	111-9010-419.53-10	Telephone & Wireless	89.17	N
	76519702-0	111-9010-419.53-10	Telephone & Wireless	1,029.00	N
	76519702-0	111-9010-419.53-10	Telephone & Wireless	287.50	N
	76519702-0	111-9010-419.53-10	Telephone & Wireless	89.13	N
				<b>2,811.30</b>	
TELEWORKS	15184	111-9010-419.53-10	Telephone & Wireless	4,017.50	N
				<b>4,017.50</b>	
TERESA TELLO	57304/58049	111-0000-347.20-00	Deposit Refund	25.00	N
				<b>25.00</b>	
THE GAS COMPANY	2/9/16-3/10/16	111-6022-451.62-10	Heat Light Water & Power	316.15	N
	2/9/16-3/10/16	111-7020-421.62-10	Heat Light Water & Power	498.03	N
	2/9/16-3/10/16	111-8020-431.62-10	Heat Light Water & Power	316.72	N
	2/9/16-3/10/16	111-8022-419.62-10	Heat Light Water & Power	267.98	N
				<b>1,398.88</b>	
TRIANGLE SPORTS	32262	111-6030-451.61-35	Recreation Supplies	65.40	N
	32259	111-6030-451.61-35	Recreation Supplies	3,748.51	N
	31853	111-6040-451.61-35	Recreation Supplies	173.31	N
				<b>3,987.22</b>	
TYCO INTEGRATED SECURITY LLC	26138672	111-6022-451.56-41	Contractual Srvc - Other	200.00	N
	26138683	111-6022-451.56-41	Contractual Srvc - Other	351.79	N
	26138682	111-6022-451.56-41	Contractual Srvc - Other	262.37	N
	26138673	111-8022-419.56-41	Contractual Srvc - Other	1,328.29	N
				<b>2,142.45</b>	
U.S. BANK	PPE 3-13-2016	802-0000-217.30-20	PARS	2,461.89	Y
	PPE 3-13-2016	802-0000-217.30-20	PARS	2,501.58	Y
	PPE 3-13-2016	802-0000-218.10-05	PARS EMPLOYER	11,340.75	Y
				<b>16,304.22</b>	
U.S. HEALTH WORKS	2872694-CA	111-0230-413.56-41	Contractual Srvc - Other	636.00	N
				<b>636.00</b>	
UNDERGROUND SERVICE ALERT OF SO CAL	220160121	221-8014-429.56-41	Contractual Srvc - Other	210.00	N
				<b>210.00</b>	
UNIFIED NUTRIMEALS	1861	111-6055-451.57-42	Youth Nutrition Program	1,271.60	N
				<b>1,271.60</b>	
US POSTMASTER	SPRING 2016	111-0210-413.56-41	Contractual Srvc - Other	4,454.25	Y
				<b>4,454.25</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-05-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
V & V MANUFACTURING, INC.	42560	225-7120-421.74-10	Equipment	623.92	N
	42561	225-7120-421.74-10	Equipment	6,086.30	N
				<b>6,710.22</b>	
VISION SERVICE PLAN-CA	03/15/2016	802-0000-217.50-30	Vision Insurance	4,152.42	N
	03/15/2016	802-0000-217.50-30	Vision Insurance	284.82	N
				<b>4,437.24</b>	
VIZANT TECHNOLOGIES, LLC	CITYHP-17	111-9010-419.33-10	Bank Services	38.13	N
	CITYHP-18	111-9010-419.33-10	Bank Services	49.06	N
	CITYHP-19	111-9010-419.33-10	Bank Services	46.77	N
				<b>133.96</b>	
VULCAN MATERIALS COMPANY	71037173	111-8010-431.61-21	Materials	81.05	N
	71025298	111-8010-431.61-21	Materials	78.83	N
	71021872	111-8010-431.61-21	Materials	230.03	N
	71021871	111-8010-431.61-21	Materials	155.17	N
	71031253	111-8010-431.61-21	Materials	79.57	N
	7139569	111-8010-431.61-21	Materials	762.03	N
	71043424	111-8010-431.61-21	Materials	79.57	N
	71052071	111-8010-431.61-21	Materials	79.57	N
				<b>1,545.82</b>	
WALTERS WHOLESALE ELECTRIC COMPANY	2007610-00	535-8016-431.61-45	Street Lighting Supplies	21.10	N
				<b>21.10</b>	
WAVE COMMUNITY NEWSPAPERS	01558160-001	111-0230-413.54-00	Advertising & Publication	340.65	N
				<b>340.65</b>	
WELLS FARGO BANK-FIT	PPE 3-13-2016	802-0000-217.20-10	Federal W/Holding	56,012.39	Y
				<b>56,012.39</b>	
WELLS FARGO BANK-MEDICARE	PPE 3-13-2016	802-0000-217.10-10	Medicare	7,028.72	Y
				<b>7,028.72</b>	
WELLS FARGO BANK-SIT	PPE 3-13-2016	802-0000-217.20-20	State W/Holding	17,216.62	Y
				<b>17,216.62</b>	
WEST GOVERNMENT SERVICES	833589148	111-7030-421.56-41	Contract/Other	525.20	N
				<b>525.20</b>	
WESTCHESTER MEDICAL GROUP	CH139-7420	111-0230-413.56-41	Contractual Srvc - Other	200.00	N
				<b>200.00</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
4-05-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WESTERN EXTERMINATOR COMPANY	3974517	111-6022-451.56-41	Contractual Srvc - Other	88.50	N
	3974517	111-8020-431.56-41	Contractual Srvc - Other	64.50	N
	3974517	111-8022-419.56-41	Contractual Srvc - Other	47.00	N
	3974517	535-6090-452.56-60	Contract Landscape Labor	134.00	N
				<b>334.00</b>	
WESTERN FENCE & SUPPLY CO	20502-45288	111-7020-421.43-10	Buildings - O S & M	294.87	N
	20483-45274	535-6090-452.61-20	Dept Supplies & Expense	164.02	N
				<b>458.89</b>	
XPRESS FLEETWASH LLC	5906	741-8060-431.43-20	Vehicles - O S & M	1,015.00	N
				<b>1,015.00</b>	
YAZMIN CHAVEZ	03/21/2016	111-0230-413.61-20	Dept Supplies & Expense	11.07	N
	03/22/2016	111-0230-413.61-20	Dept Supplies & Expense	14.38	N
	03/15/2016	111-0230-413.61-20	Dept Supplies & Expense	16.37	N
	03/14/2016	111-0230-413.61-20	Dept Supplies & Expense	11.40	N
				<b>53.22</b>	
				<b>1,211,601.00</b>	



# CITY OF HUNTINGTON PARK

City Clerk's Office  
City Council Agenda Report

April 5, 2016

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 APPOINTMENT TO HISTORIC COMMISSION**

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

1. Make appointment to the Historic Commission consistent with the newly adopted provisions set forth in Resolution No. 2015-19.

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

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for making appointments to various City Commissions.

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

### **FISCAL IMPACT**

There is no fiscal impact. Compensation for the Historic Commissioners has been budgeted for FY 2015-2016 to account 111-0122-413.19-05.

### **CONCLUSION**

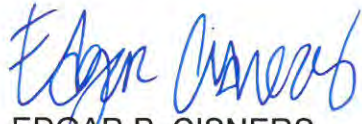
Terms will run concurrent with the Council Member who appoints. Currently the term ends March 2019. After appointment City Clerk will notify the applicant of the nomination.

**COUNCIL APPOINTMENT TO HISTORIC COMMISSION**

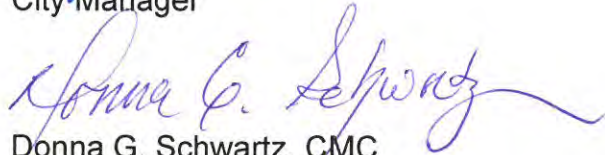
April 5, 2016

Page 2 of 2

Respectfully submitted,



EDGAR P. CISNERS  
City Manager



Donna G. Schwartz, CMC  
City Clerk

**ATTACHMENTS**

A. Resolution No. 2015-19

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1           **SECTION 3: Appointment, Reappointment and Removal.**

2           Each member of the City Council shall have authority to appoint one (1)  
3 member to each Commission, with the exception of the Youth Commission, which  
4 shall consist of two (2) members appointed by each City Councilmember. Each  
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming  
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said  
7 Commission position for that respective Councilmember appointment. If no  
appointment is made within sixty (60) days of assuming office, or from the adoption of  
this Resolution, or from a vacancy occurring for said Commission position, the Mayor  
shall appoint a member to the vacant seat.

8           Commission members may be removed from their appointment due to  
9 disqualification as provided for in this Resolution or upon the sole decision by the  
10 Councilmember who appointed that Commissioner. All appointments or removal of  
11 Commissioners shall occur at an open meeting of the City Council. If removal of a  
Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last  
address on file with the City.

12           **SECTION 4: Term of Office.**

13           Each Commissioner's term shall be for a period of four years, unless removed  
14 by the appointing Councilmember or as a result of disqualification as set forth herein.  
15 Notwithstanding the foregoing, no Commissioner shall serve for a period which  
16 exceeds the time in office for the Councilmember appointing that Commissioner. In  
17 the event that the appointing Councilmember completes his or her term, vacates their  
18 office or otherwise is no longer holding office, the term of the Commissioner appointed  
by said Councilmember shall end. However, nothing contained in this section shall  
prevent another Councilmember or the new Councilmember from appointing the  
individual back to the same Commission or to a different Commission.

19           **SECTION 5: Vacancy Due to Disqualification.**

20           When a member no longer meets the qualifications for the Commission, the  
21 member is therefore disqualified, and the office shall thereupon become vacant.

22           **SECTION 6: Vacancy.**

23           If for any reason a vacancy occurs, it shall be filled by appointment by the  
24 member of the City Council who appointed said Commissioner for the unexpired  
portion of such term.

25           **SECTION 7: Quorum.**

26           A majority of the total number of members of the Commission shall constitute a  
27 quorum for the transaction of business, but a lesser number may adjourn from time to  
28 time for want of quorum and until a quorum can be obtained.



1           **SECTION 8: Purpose.**

2           The purpose, duties and responsibilities of each Commission shall be  
3 established by the City Council by ordinance and codified in the Huntington Park  
4 Municipal Code.

5           **SECTION 9: Organization.**

6           Annually in the month of March, the Commission shall elect one of its members  
7 as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff  
liaisons shall act as the conduit for all communications to the City Council.

8           **SECTION 10: Meetings.**

9           Regular meetings of the Commission shall be as set by each Commission. The  
10 place of such meetings shall be at City Hall unless otherwise designated by the City  
11 Council or approved by a majority of the total membership of the Commission. When  
12 the day for such regular meetings falls on a legal holiday, the meeting shall not be  
13 held on such holiday, but shall be held at the same hour on the next succeeding day  
14 thereafter which is not a holiday. All meetings of the Commission shall be open and  
15 public, and subject to all laws of the state of California e.g. the Brown Act, governing  
open public meetings. The Commission shall adopt its own rules for the transaction of  
its business and keep a record of resolutions, findings and recommendations and  
actions voted upon. A report of each meeting of the Commission shall be given to the  
City Council.

16           **SECTION 11: Termination of Commission.**

17           Termination of the Commission shall be done at the will and vote of the City  
18 Council.

19           **SECTION 12: Compensation.**

20           Commission member compensation shall be set by resolution of the City  
21 Council.

22           **SECTION 13: Commission Handbook.**

23           All Commission Members must adhere to the provisions contained and  
24 referenced in the City of Huntington Park Commission Handbook as approved by the  
City Council.

25           **SECTION 14:**

26           The City Clerk shall certify to the adoption of this Resolution.  
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**PASSED, APPROVED AND ADOPTED THIS 18<sup>th</sup> day of May, 2015.**



Karina Macias  
Mayor

ATTEST:



Donna G. Schwartz, CMC  
City Clerk

CERTIFICATION

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

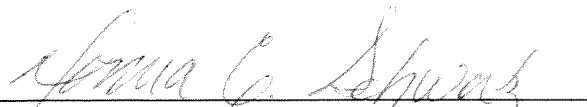
I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015–19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18<sup>th</sup> day of May, 2015,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

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

NOES: Council Member(s): None

ABSENT: Council Member(s): Amezquita

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20<sup>th</sup> day of May 2015.

  
Donna G. Schwartz, CMC, City Clerk

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**PASSED, APPROVED AND ADOPTED THIS 18<sup>th</sup> day of May, 2015.**



Karina Macias  
Mayor

ATTEST:



Donna G. Schwartz, CMC  
City Clerk

CERTIFICATION

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COUNTY OF LOS ANGELES ) SS  
CITY OF HUNTINGTON PARK )

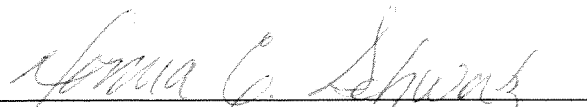
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AYES: Council Member(s): Pineda, Sanabria, Vice Mayor Ortiz, Mayor Macias

NOES: Council Member(s): None

ABSENT: Council Member(s): Amezquita

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20<sup>th</sup> day of May 2015.

  
Donna G. Schwartz, CMC, City Clerk





# CITY OF HUNTINGTON PARK

Office of the City Clerk  
City Council Agenda Report

April 5, 2016

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:

## **RESOLUTION ADOPTING A NEW CONFLICT OF INTEREST CODE IN ACCORDANCE WITH THE POLITICAL REFORM ACT**

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

1. Adopt Resolution No. 2016-09, repealing all prior resolutions establishing provisions of the City of Huntington Park Conflict of Interest Code and adopting a new Conflict of Interest Code in accordance with the Political Reform Act.

### **BACKGROUND**

The Political Reform Act requires local government agencies to review their Conflict of Interest Code each even-numbered year. The Conflict of Interest Code must be reviewed and updated to reflect current policies and regulations set forth by The Fair Political Practices Commission and the Political Reform Act of 1974. In addition, the Conflict of Interest Code must identify public officials, commissioners and designated city employees & consultants who are required to file a Statement of Economic Interest. Such individuals listed in the Conflict of Interest Code are required to submit Statements of Economic Interests to the filing officer according to the disclosure categories set forth in the proposed resolution and the capacity in which they serve involving recommendation and/or participation in making governmental decisions.

Staff recommends adopting a new conflict of interest code due to changes with commissions, personnel and classifications. The City of Huntington Park's Conflict of Interest Code was last revised on March 3, 2014.

**RESOLUTION ADOPTING A NEW CONFLICT OF INTEREST CODE IN  
ACCORDANCE WITH THE POLITICAL REFORM ACT**

April 5, 2016

Page 2 of 2

The Political Reform Act Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The terms of 2 California Code of Regulation Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are to be incorporated by reference, along with the list of Public Officials and Employees designated in the disclosure categories set forth, to constitute the Conflict of Interest Code of the City of Huntington Park which is considered the "Agency" within the purview of this code.

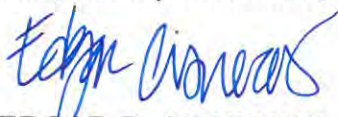
**FISCAL IMPACT**

There is no fiscal impact.

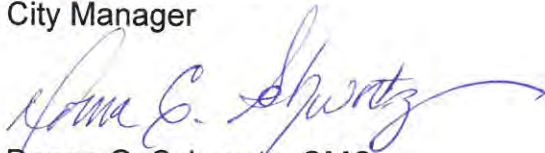
**CONCLUSION**

Upon approval by City Council the newly adopted resolution of the City's Conflict of Interest Code shall be applicable to all new persons hired by the City from the approval date forward.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Donna G. Schwartz, CMC  
City Clerk

**ATTACHMENTS**

- A. Resolution No. 2014-5
- B. Resolution No. 2016-09, adopting a new Conflict of Interest Code.

RESOLUTION NO. 2014-5

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
HUNTINGTON PARK CALIFORNIA REPEALING ALL PRIOR  
RESOLUTIONS ESTABLISHING PROVISIONS OF THE CITY OF  
HUNTINGTON PARK CONFLICT OF INTEREST CODE AND  
ADOPTING A NEW CONFLICT OF INTEREST CODE IN  
ACCORDANCE WITH THE POLITICAL REFORM ACT**

**WHEREAS**, the City of Huntington Park California in accordance with the Political Reform Act, is required to adopt, promulgate and take action regarding the City's conflict of interest code; and

**WHEREAS**, the City of Huntington Park California wishes to repeal all Resolutions comprising the existing Conflict of Interest Code for the City of Huntington Park; and

**WHEREAS**, the City of Huntington Park California wishes to incorporate by reference 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

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

**SECTION 1:**      Conflict of Interest Code

The Political Reform Act. Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

1           **SECTION 2:**           Repeal

2           The City of Huntington Park hereby repeals all other prior Resolutions and amendments that  
3 form the City of Huntington Park Conflict of Interest Code in effect prior to the adoption of the  
4 Conflict of Interest Code herein.

5           **SECTION 3:**           Adoption

6           The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by  
7 the Fair Political Practices Commission are hereby incorporated by reference, along with the attached  
8 Appendix A in which Public Officials and Employees are designated and Appendix B in which  
9 Disclosure Categories are set forth, to constitute the Conflict of Interest Code of the City of  
10 Huntington Park which is considered the "Agency" within the purview of this Code.

11           **SECTION 4:**           Statements

12           Designated employees shall file their statements with the City Clerk, who shall be and perform  
13 the duties of filing officer for the City of Huntington Park. Statements will be available for inspection  
14 and reproduction pursuant to Government Code Section 81008.

15           **SECTION 5:**           Public Officials and Employees Designated

16           Attached as Appendix A to this Resolution and incorporated by reference herein is the list of  
17 Public Officials and Employees designated and covered by this code.  
18

19           **SECTION 6:**           Disclosure Categories

20           Attached as Appendix B to this Resolution and incorporated by reference herein are the  
21 Disclosure Categories of this code.  
22

23           **SECTION 7:**           Savings Clause


24           Any change provided for in this Conflict of Interest Code shall not affect or excuse any  
25 offense or act committed or done or omission or any penalty or forfeiture incurred or accruing under  
26 any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or proceeding pending or  
27  
28

any judgment rendered in connection with any other Conflict of Interest Code.

**SECTION 8:**        Effective Date

This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

**PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of March, 2014.

  
Mario Gomez, Mayor

**ATTEST:**

  
Rocio Martinez, Sk. Deputy City Clerk

1  
2  
3 ATTEST:

4 STATE OF CALIFORNIA       )  
5 COUNTY OF LOS ANGELES    ) SS  
6 CITY OF HUNTINGTON PARK)

7       I, Rocio Martinez, Senior Deputy City Clerk of the City of Huntington Park, California, do  
8 hereby certify that the whole number of members of the City Council of said City is five; that the  
9 foregoing Resolution, being Resolution No. 2014-5 was duly passed and adopted by the City  
10 Council of the City of Huntington Park, approved and signed by the Mayor of said City, and  
11 attested to by the Senior Deputy City Clerk of said City, all at a regular meeting of the City Council  
12 held on the 3<sup>rd</sup> day of March, 2014, and that the same was so passed and adopted by the following  
13 vote, to wit:

14 AYES:       Council Members – Amezquita, Perez, Gomez, Hernandez, Macias

15 NOES:       Council Members – None

16 ABSENT:     Council Members – None

17 ABSTAIN:    Council Members – None  
18  
19

20 Rocio Martinez  
21       Senior Deputy City Clerk  
22  
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**CITY OF HUNTINGTON PARK  
CONFLICT OF INTEREST CODE  
APPENDIX "A"**

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended:

List of Public Officials required to file disclosure statements:

Mayor  
City Council  
City Manager  
City Attorney  
City Clerk  
Director of Finance  
Planning Commissioners

Note: All of the above are category 1 filers

List of Members required to file disclosure statements:

Civil Service Commission  
Health and Education Commission  
Historic Preservation Commission  
PARC Commission

Note: All Boards and Commissions are Category 1 filers

<b>List of Designated Employees and Disclosure Category</b>	
<b>Department/Position</b>	<b>Disclosure Category</b>
<b>City Manager</b>	
Assistant City Manager	1
Human Resources Supervisor	2
<b>City Clerk</b>	
Sr. Deputy City Clerk	1
<b>Police Department</b>	
Chief of Police	1
Assistant Chief of Police	1
Code Enforcement Coordinator	3
Code Enforcement Officer	3
Code Enforcement Supervisor	3
Neighborhood Improvement Coordinator	3
Community Service Officer	3

## List of Designated Employees and Disclosure Category

Department/Position	Disclosure Category
<b>Community Development Department</b>	
Director of Community Development	1
Assistant Director of Community Development	1
City Engineer	3, 5, 6
Building Official	1
Building Inspector	3, 6
Permit Technician	3
Planning Manager	1
Housing & Community Development Manager	1
Assistant Planner	3
Associate Planner	3
Senior Planner	3
Redevelopment Project Manager	6
Transtech Engineering Services	3
<b>Finance Department</b>	
Finance Manager	1
Accounting Supervisor	4
<b>Public Works Department</b>	
Director of Public Works	1
Public Works Superintendent	4, 6
<b>Parks and Recreation</b>	
Director of Parks and Recreation	1

### Consultants

The City Manager or his/her designee may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.



**CITY OF HUNTINGTON PARK  
CONFLICT OF INTEREST CODE  
APPENDIX "B"**

**DISCLOSURE CATEGORIES**

Definition

"Unit" as used in this text means the particular department, board, commission, office or other entity using the disclosure category.

Category

1. All investments, business positions, sources of income, including gifts, loans, and travel payments, and interests in real property located in the jurisdiction, including property located within a two mile radius of any property owned or used by the City.
2. All investments, business positions and sources of income, including gifts, loans, and travel payments.
3. All interests in real property located in the jurisdiction, including property located within a two mile radius of any property owned or used by the City.
4. All investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that provide leased facilities, supplies, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by the City
5. All investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that provide leased facilities, supplies, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by the employee's unit or area of authority.
6. All investments and business positions in business entities and income from sources engaged in construction, development, building or material supply, including public works projects.
7. All investments, business positions, and sources of income, including gifts, loans, and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City of Huntington Park.
8. All investments and business positions in, and income from business entities or employment agencies which provide employment or pre-employment services. Services include, but are not limited to testing, training, consulting, job classification studies and salary surveys.
9. Investments and business positions in, and income from business entities which are the type to provide any of the various types of employee insurance coverage and/or actuarial services.

RESOLUTION NO. 2016-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK CALIFORNIA REPEALING ALL  
PRIOR RESOLUTIONS ESTABLISHING PROVISIONS OF  
THE CITY OF HUNTINGTON PARK CONFLICT OF  
INTEREST CODE AND ADOPTING A NEW CONFLICT OF  
INTEREST CODE IN ACCORDANCE WITH THE  
POLITICAL REFORM ACT**

**WHEREAS**, the City of Huntington Park California in accordance with the Political Reform Act, is required to adopt, promulgate and take action regarding the City's conflict of interest code; and

**WHEREAS**, the City of Huntington Park California wishes to repeal all Resolutions comprising the existing Conflict of Interest Code for the City of Huntington Park; and

**WHEREAS**, the City of Huntington Park California wishes to incorporate by reference 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

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

**SECTION 1:**        Conflict of Interest Code

The Political Reform Act. Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

1           **SECTION 2:**           Repeal

2           The City of Huntington Park hereby repeals all other prior Resolutions and  
3 amendments that form the City of Huntington Park Conflict of Interest Code in effect prior to  
4 the adoption of the Conflict of Interest Code herein.

5           **SECTION 3:**           Adoption

6           The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly  
7 adopted by the Fair Political Practices Commission are hereby incorporated by reference,  
8 along with the attached Appendix A in which Public Officials and Employees are designated  
9 and Appendix B in which Disclosure Categories are set forth, to constitute the Conflict of  
10 Interest Code of the City of Huntington Park which is considered the “Agency” within the  
11 purview of this Code.  
12

13           **SECTION 4:**           Statements

14           Designated employees shall file their statements with the City Clerk, who shall be and  
15 perform the duties of filing officer for the City of Huntington Park. Statements will be available  
16 for inspection and reproduction pursuant to Government Code Section 81008.  
17

18           **SECTION 5:**           Public Officials and Employees Designated

19           Attached as Appendix A to this Resolution and incorporated by reference herein is  
20 the list of Public Officials and Employees designated and covered by this code.

21           **SECTION 6:**           Disclosure Categories

22           Attached as Appendix B to this Resolution and incorporated by reference herein are  
23 the Disclosure Categories of this code.  
24

25           **SECTION 7:**           Savings Clause

26           Any change provided for in this Conflict of Interest Code shall not affect or excuse  
27 any offense or act committed or done or omission or any penalty or forfeiture incurred or  
28

1 accruing under any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or  
2 proceeding pending or any judgment rendered in connection with any other Conflict of  
3 Interest Code.

4 **SECTION 8:** Effective Date

5 This Resolution shall take effect immediately upon its adoption by the City Council,  
6 and the City Clerk shall certify the vote adopting this resolution.  
7

8  
9 **PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of April, 2016.  
10

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12 \_\_\_\_\_  
Graciela Ortiz, Mayor

13 ATTEST:  
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Donna G. Schwartz, CMC  
17 City Clerk  
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**CITY OF HUNTINGTON PARK**  
**Conflict of Interest Code**  
**APPENDIX "A"**

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended:

List of Public Officials required to file disclosure statements:

Mayor  
City Council  
City Manager  
City Attorney  
City Clerk  
Director of Finance  
Planning Commissioners

Note: All of the above are category 1 filers

List of Members required to file disclosure statements:

Civil Service Commission  
Health and Education Commission  
Historic Preservation Commission  
Parks & Recreation Commission

Note: All Boards and Commissions are Category 1 filers

<b>List of Designated Employees and Disclosure Category</b>	
<b>Department/Position</b>	<b>Disclosure Category</b>
<b>City Manager</b>	
Executive Assistant to City Manager	1
Human Resources Director	8, 9
<b>City Clerk</b>	
Sr. Deputy City Clerk	1
<b>Community Development Department</b>	
Associate Planner	1, 6
Building Inspector	1, 6
Building Official	1, 6
Code Enforcement Officer	1, 6
Code Enforcement Supervisor	1, 6
Community Service Officer	1, 6
Director of Community Development	1, 4, 6, 7
Economic Development Manager	1, 4, 6, 7
Permit Technician	1, 6
Project Manager	1, 6

1	Senior Planner	1, 6
2	<b>Finance Department</b>	
3	Finance Manager	1, 4
4	<b>Parks and Recreation</b>	
5	Director of Parks and Recreation	1, 4, 7
6	<b>Police Department</b>	
7	Chief of Police	1, 4
8	Police Lieutenant	1, 4
9	<b>Public Works Department</b>	
10	Administrative Analyst	1, 4, 6
11	City Engineer	1, 4, 6
12	Director of Public Works	1, 4, 6
13	Public Works Superintendent	1, 4, 6
14		
15		
16	<b>Consultants</b>	1

The law requires consultants and new positions that make or participate in making governmental decisions to file under the broadest disclosure category in the agency's conflict of interest code the consultant or new position works for. If the new position or consultant performs limited duties, the agency may tailor the disclosure requirements to the duties performed.

**CITY OF HUNTINGTON PARK  
CONFLICT OF INTEREST CODE  
APPENDIX "B"**

**DISCLOSURE CATEGORIES**

Definition

"Unit" as used in this text means the particular department, board, commission, office or other entity using the disclosure category.

Category

1. All investments, business positions, sources of income, including gifts, loans, and travel payments, and interests in real property located in the jurisdiction, including property located within a two mile radius of any property owned or used by the City.
2. All investments, business positions and sources of income, including gifts, loans, and travel payments.
3. All interests in real property located in the jurisdiction, including property located within a two mile radius of any property owned or used by the City.
4. All investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that provide leased facilities, supplies, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by the City.
5. All investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that provide leased facilities, supplies, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by the employee's unit or area of authority.
6. All investments and business positions in business entities and income from sources engaged in construction, development, building or material supply, including public works projects.
7. All investments, business positions, and sources of income, including gifts, loans, and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City of Huntington Park.
8. All investments and business positions in, and income from business entities or employment agencies which provide employment or pre-employment services. Services include, but are not limited to testing, training, consulting, job classification studies and salary surveys.
9. Investments and business positions in, and income from business entities which are the type to provide any of the various types of employee insurance coverage and/or actuarial services.



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

April 5, 2016

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:

## **APPROVE SECOND AMENDMENT TO THE AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR CITY ENGINEER AND BUILDING & SAFETY SERVICES**

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

1. Approve second amendment to the agreement with Transtech Engineers, Inc. for city engineer and building & safety services; and
2. Authorize the City Manager to execute the agreement.

### **BACKGROUND**

On March 5, 2012, the City entered into a consultant services agreement with Transtech Engineers, Inc. for City Engineer and Building & Safety Services. On September 17, 2014, the City Council approved the first amendment with Transtech Engineering Inc. to expand the services. The expanded services of the agreement include short term City Engineering services over and above the approved master agreement.

The first amendment to the agreement included the following:

1. Provided a contract term of six months through March 1, 2015 for the short term assignment;
2. Established a not-to-exceed fee of \$50,000; and
3. Expanded the scope of work to include additional City Engineer and Building & Safety functions that were previously performed by the former City Engineer.

The first amendment included language that may have nullified portions of the master agreement. The intent of the first amendment was to expand services for a short term and the original contract would continue as is, but the contract amendment was incorrectly worded and may have inadvertently terminated the entire agreement on March 1, 2015. The second amendment will reinstate the agreement and allow the master agreement to



**APPROVE SECOND AMENDMENT TO THE AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR CITY ENGINEER AND BUILDING & SAFETY SERVICES**

April 5, 2016

Page 2 of 2

The second amendment will reinstate the agreement and allow the master agreement to continue on month to month bases. Transtech has been providing the services under the master agreement uninterrupted since March 1, 2015. Recently, the Finance Department discovered the error and recommended that the City make the amendment to reinstate the master agreement and to provide the Finance Department the authority to pay Transtech for services rendered.

**FISCAL IMPACT/FINANCING**

Funding for Transtech Services, Inc. is included in the City FY 2015-16 Budget under account #111-5010-419-56.49. The recommended action will not negatively impact the general fund or other funds. Engineering and Building & Safety are currently budgeted in the FYI 2015-16 budget. This action will provide authority to the Finance Department to continue processing payments for these services.

**CONCLUSION**

Upon approval, the City Manager will execute the second amendment to the agreement with Transtech Engineers, Inc. for City Engineer and Building & Safety Services.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



MANUEL ACOSTA  
Economic Development Manager

**ATTACHMENTS**

- A. Second Amendment to Agreement with Transtech Engineers, Inc.
- B. First Amendment to Agreement and Staff Report



**2016**

**SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT**

**(Engagement: On-Call Services for City Engineer/Building & Safety)**

**(Parties: City of Huntington Park – Transtech Engineers, Inc.)**

THIS SECOND AMENDMENT (the “Second Amendment”) to Consultant Services Agreement for City Engineer/Building & Safety Services is made and entered into this \_\_\_\_\_ day of March 2016 by and between the City of Huntington Park, a municipal corporation (hereinafter, “City”) and Transtech Engineers, Inc. (hereinafter, “Consultant”). For the purposes of this Agreement City and Consultant may be referred to collectively by the capitalized term “Parties.”

**RECITALS**

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

WHEREAS, on or about March 5, 2012, the Parties executed and entered into that certain agreement titled, Consultant Services Agreement for City Engineer/Building & Safety Services (hereinafter, the “Master Agreement”) which is attached hereto as Exhibit “A”; and

WHEREAS, the Parties entered in the First Amendment to Consultant Services Agreement (“First Amendment”) on or about September 17, 2014;

WHEREAS, the First Amendment modified the “term” of the Master Agreement from a month-to-month term to a six-month agreement;

WHEREAS, the intent of the First Amendment was to expand services for a six-month term while retaining the original terms of the Master Agreement upon the expiration of the six-month term;

WHEREAS, the Master Agreement terminated on March 1, 2016 due to incorrect language contained in the First Amendment’s “term” provision;

WHEREAS, the City desires to continue to receive the City Engineer/Building & Safety services provided by Consultant and Consultant desires to continue providing the City Engineer/Building & Safety services to the City; and

WHEREAS, Consultant has represented to City that it has the requisite skill and experience to safely and competently perform the desired professional services; and

WHEREAS, Section 28 of the Master Agreement provides for written amendments and modifications if approved by both Parties.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Term. Subject to the provisions of Section 20 ("Termination of Agreement") of the Master Agreement, attached hereto, which is incorporated herein by this reference (Exhibit "A"), the scope of services set forth in Exhibit "B" attached hereto shall be performed on a month-to-month basis. The Parties may modify the term of the Master Agreement if agreed upon and executed in writing. However, the City may terminate the Master Agreement at any time with notice, without or without cause.

2. Scope. Consultant agrees to perform the services set forth in Exhibit "B" attached hereto, which is incorporated herein by this reference, in accordance with the terms and conditions of the Master Agreement.

3. Commencement date. The commencement date of this Agreement is the date of execution by both parties to this Agreement. If the parties execute this Agreement on two different dates, the commencement date shall be the later of the two dates.

4. Except as otherwise set forth in this Second Amendment, the terms of the Master Agreement shall control. This Second Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

5. In the event of any conflict or inconsistency between this Second Amendment and the Master Agreement, the provisions of this Second Amendment shall control, but only to the extent necessary to resolve the conflict or inconsistency.

6. This Second Amendment may be executed in counterparts, which together shall comprise a single instrument.

IN WITNESS THEREOF, the Parties hereto have caused this Second Amendment to the Master Agreement to be executed on the day and year first appearing above.

**CITY OF HUNTINGTON PARK:**

By: \_\_\_\_\_  
Edgar Cisneros  
City Manager

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Arnold M. Alvarez-Glasman  
City Attorney

Date: \_\_\_\_\_  
**TRANSTECH ENGINEERS, INC.**

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

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

Its: \_\_\_\_\_

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

**CONSULTANT SERVICES AGREEMENT**  
**FOR**  
**CITY ENGINEER / BUILDING & SAFETY SERVICES**

**By and Between**  
**THE CITY OF HUNTINGTON PARK**

**And**  
**TRANSTECH ENGINEERS, INC.**

This Agreement for Consultant Services ("Agreement") is entered into as of this 5<sup>th</sup> day of March, 2012 by and between the City of HUNTINGTON PARK, a municipal corporation ("City") and TRANSTECH ENGINEERS, INC., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City has sought, by Request for Proposals the performance of the **City Engineer / Building & Safety Services** defined and described particularly in Section 2 of this Agreement.

B. Consultant, following submission of a Proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Consultant was selected by the City on the basis of Consultant's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the City of Huntington Park's Municipal Code, City has authority to enter into this Consultant Services Agreement and the City Manager is authorized by the City Council to execute this Agreement.

E. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

## **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

### **SECTION 1.           TERM OF AGREEMENT.**

Subject to the provisions of Section 20 ("Termination of Agreement") of this Agreement, the scope of services set forth in Exhibit "A" shall be performed on a month-to-month basis. The parties may modify the term of this Agreement if agreed upon and executed in writing. However, the Agency can terminate the agreement at any time with notice, with or without cause.

### **SECTION 2.           SCOPE OF SERVICES.**

Consultant agrees to perform the services set forth in Exhibit "A", which is incorporated herein by this reference, in accordance with the terms and conditions of this Agreement.

### **SECTION 3.           ADDITIONAL SERVICES.**

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A", unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

### **SECTION 4.           COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibits "A" and "B," which are incorporated herein by this reference.

(b) Each month Consultant shall furnish to City an original invoice with sufficient detail for all work performed and expenses incurred during the preceding month. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warrants related to Standard of Performance and found in Section 9 of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

## **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be

maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

## **SECTION 8. STATUS OF CONSULTANT.**

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

## **SECTION 9. STANDARD OF PERFORMANCE.**



Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. In addition to the general standards of performance set forth in this Section 9, additional specific standards of performance and performance criteria are set forth in the Scope of Work that shall also be applicable to Consultant's work under this Contract. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

#### **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

#### **SECTION 11. PREVAILING WAGE LAWS**

It is the understanding of City and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

#### **SECTION 12. NONDISCRIMINATION.**

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

### **SECTION 13. UNAUTHORIZED ALIENS.**

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

### **SECTION 14. CONFLICTS OF INTEREST.**

(a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of work under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

### **SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the

City Manager, except as may be required by law.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **SECTION 16. INDEMNIFICATION.**

(a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Consultant shall indemnify, and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and consultants, and Consultant, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

(b) Indemnification from Sub-Consultants. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant / contract or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional

obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(c) City's Sole Negligence. The provisions of this Section 16 do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

## **SECTION 17. INSURANCE.**

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies as follows:

- (a) COMPENSATION INSURANCE. CONSULTANT shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform the SERVICES as described section in this AGREEMENT.
- (b) COMPREHENSIVE GENERAL LIABILITY, PROFESSIONAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONSULTANT shall take out and maintain during the life of this contract comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance, and the amounts of such insurance shall be as follows:
  - (i) Commercial General Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
  - (ii) Professional Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
  - (iii) Comprehensive Automobile Liability Insurance in an amount of not less amount of not less than ONE MILLION DOLLARS (\$1,000,000).  
A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth in subsections (i),(ii), and (iii) above.

## **SECTION 18. ASSIGNMENT.**

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this

Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

## **SECTION 19. CONTINUITY OF PERSONNEL.**

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

## **SECTION 20. TERMINATION OF AGREEMENT.**

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement for cause at any time upon ninety (90) days written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

## **SECTION 21. DEFAULT.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the

part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

## **SECTION 22. EXCUSABLE DELAYS.**

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

## **SECTION 23. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

## **SECTION 24. NOTICES.**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Huntington Park  
Attn: Raul T. Romero, Interim City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

To Consultant: Transtech Engineers, Inc.  
624 Brea Canyon Road  
Walnut, CA 91789  
Robert Quintero, Senior Vice President

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

## **SECTION 25. AUTHORITY TO EXECUTE.**

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

## **SECTION 26. ADMINISTRATION AND IMPLEMENTATION**

This Agreement shall be administered and executed by the City Manager or his or her designated representative, following approval of this Agreement by the City Council. The City Manager shall have the authority to issue interpretations and to make minor amendments to this Agreement on behalf of the City so long as such actions do not materially change the Agreement or make a commitment of additional funds of the City. All other changes, modifications, and amendments shall require the prior approval of the City Council.

## **SECTION 27. BINDING EFFECT.**

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

## **SECTION 28. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

## **SECTION 29. WAIVER.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

## **SECTION 30. LAW TO GOVERN; VENUE.**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 32. ENTIRE AGREEMENT.**

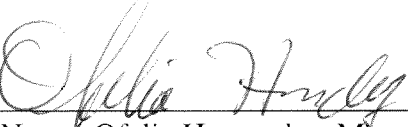
This Agreement, including the attached Exhibits "A" and "B," is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**SECTION 33. SEVERABILITY.**

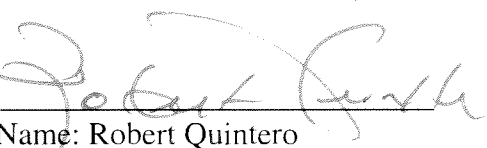
If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.


**CITY OF HUNTINGTON PARK**

By:   
Name: Ofelia Hernandez, Mayor


**TRANSTECH ENGINEERS, INC.**

By:   
Name: Robert Quintero  
Senior Vice President

**Attest:**

By:   
Name: Rosanna Ramirez, City Clerk

**Approved As To Form**

By:   
Name: Francisco Leal, City Attorney



# Exhibit A

## Scope and Compensation Schedule

### Items 1-8

Item No.	Category	Scope of Service	Compensation
1	Building and Safety Services	All building code inspection and permit issuance services associated with an issued permit for construction. Scope of service includes no-fee or reduced fee permits were issued at the specific direction of the City. Scope specifically excludes inspection work, including but not limited to Code Enforcement, where a permit is not issued, except that the scope of service does include that portion of the inspector's effort associated with issuance of a stop work notice. Service specifically excludes compliance with NPDES, SUSMP, and WVECP compliance.	62.5% of the permit fee for all work for which a permit is issued at the full rate of the City's fee schedule. Inspection services shall be provided on an hourly basis at the rate specified in Exhibit B for all work associated with a no-fee or reduced-fee permit. Inspection services, including but not limited to support for Code Enforcement, shall be provided on an hourly basis at the rate specified in Exhibit B.
2	Building and Safety Services	All plan review work associated with a building permit, regardless of whether the permit is issue or not.	62.5% of the plan check fee collected at the full rate of the City's fee schedule. For no-fee and reduced-fee plan checks, review services shall be provided on an hourly basis at the rate specified in Exhibit B.
3	Building and Safety Services	All inspection work associated with the City's Occupancy Permit Process.	62.5% of the permit fee for all work for which a permit is issued at the full rate of the City's fee schedule. Inspection services shall be provided on an hourly basis at the rate specified in Exhibit B for all work associated with a no-fee or reduced-fee permit.
4	Building and Safety Services	As-needed, on-call Building Official services	Services to be e provided on an hourly basis at the rate specified in Exhibit B. Specific hours and days of designated counter services will be established by mutual agreement.

Item No.	Category	Scope of Service	Compensation
5	City Engineering Services	All non-CIP related City Engineering work, including on-site, as-needed counter service, tract and parcel map review, lot line adjustment review, traffic impact analysis, traffic and transportation planning, traffic and pedestrian warrant analysis, and similar private development related work located within the public right of way.	<p>Services to be provided on an hourly basis at the rate to be established by mutual agreement (fee for service). Specific hours and days of designated counter services will be established by mutual agreement.</p> <p><b><i>Note: Where both Building Official and City Engineering service is provided by a single individual, compensation will be based on a single hourly rate. Where service is provided by two or more individuals, compensation will be based on individual time spent at the associated hourly rate.</i></b></p>
7	City Engineering Services	All non-CIP related public works inspection service.	<p>62.5% of the permit fee for all work for which a permit is issued at the full rate of the City's fee schedule. Inspection services shall be provided on an hourly basis at the rate specified in Exhibit B for all work associated with a no-fee or reduced-fee permit.</p>
8	City Engineering Services	CIP Related Services	<p>All compensation will be individually negotiated based on the required scope of work, duration of the project, and the number and skills of individuals provided for the associated service. Service may be based on hourly rates as specified in Exhibit B or by percentage of design and/or construction costs as mutually agreed to between the City and CONSULTANT.</p> <p>Public Works permit issuance services shall be provided on an hourly basis at the rate specified in Exhibit B for all work associated with a no-fee or reduced-fee permit.</p>

## Exhibit B

<b>TRANSTECH ENGINEERS, INC. MUNICIPAL SERVICES CONTRACT CONSULTING RATES</b> <b>Effective through December 31, 2012</b>	
<b><i>Classification</i></b>	<b><i>Hourly Rate</i></b>
City Engineer	\$125
Deputy City Engineer	\$120
Project Engineer	\$120
Design Engineer	\$115
Staff Engineer	\$110
Sr. Designer	\$100
Designer	\$90
Engineering Technician	\$70
Construction Manager	\$125
Sr. Public Works Inspector	\$75
Public Works Inspector	\$65
Funds and Grants Manager	\$125
Funds Analyst	\$95
Building Official	\$125
Building Plans Examiner/ Plan Check	\$95
Sr. Building Inspector	\$75
Building Inspector	\$65
Housing Rehab Program Coordinator	\$85
Sr. Planner	\$115
Planner	\$95
Planning Technician	\$65
Transportation Analyst	\$90
Code Enforcement Officer	\$85
Public Works Director	\$125
Development Services Director	\$125
Administrative/ Clerical/ Permit Technician	\$55
Reimbursable direct expenses are billed at cost.	
Rates for federally funded projects will be based on federal rates, calculated staff pay-rate plus federally approved over head rate plus allowable 10% fee.	
Fees are adjusted annually based on Cost of Living Adjustment (COLA) specified for Los Angeles County.	



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

September 17, 2014

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:

**APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR CITY ENGINEER AND BUILDING & SAFETY SERVICES; PREVIOUSLY AUTHORIZED BY COUNCIL ON JULY 7, 2014**

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

1. Approve the first amendment to the agreement with Transtech Engineers, Inc. for city engineer and building & safety services.
2. Authorize the Interim City Manager to execute the agreement.

**BACKGROUND**

The City Council authorized the Interim City Manager to execute a professional services agreement with Transtech for as-needed city engineer and building & safety services on July 7, 2014. The final form of the amendment to the agreement is being presented for City Council approval.

The first amendment to this agreement accomplishes the following:

1. Extends the contract term for six months through March 1, 2015
2. Establishes a not-to-exceed fee of \$50,000
3. Expands the scope of work to include additional city engineer and building & safety functions that were previously performed by the former City Engineer

**FISCAL IMPACT/FINANCING**

The recommended action will result in a combined total expenditure not-to-exceed \$50,000 over the next six months, or until a permanent Director of Public Works / City Engineer is recruited. The annual salary and benefits for this position is approximately

APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR CITY ENGINEER AND BUILDING & SAFETY SERVICES

September 17, 2014

Page 2 of 2

\$185,000, with the distribution by funds as follows: 35% General Fund, 10% Street Light Landscape, 30% Water, 10% Prop A, 10% State Gas Tax, and 5% Parking System. While the position remains vacant, \$92,500 is included in the budget for the next six months that can be used to pay for these services in lieu of the salary. Funding in excess of the Director's salary will be allocated to transportation related special funds, not the General Fund, in the amount not-to-exceed \$17,500.

**CONCLUSION**

Upon approval, the Interim City Manager will execute the first amendment to the agreement with Transtech Engineers, Inc. for city engineer and building & safety services.

Respectfully submitted,



JULIO MORALES

Interim City Manager

**ATTACHMENTS**

A: First amendment to the agreement with Transtech Engineers, Inc.



2014

**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT**

**(Engagement: On-Call Services for City Engineer/Building & Safety)**

**(Parties: City of Huntington Park – Transtech Engineers, Inc.)**

THIS FIRST AMENDMENT (the "Amendment") to Consultant Services Agreement for City Engineer/Building & Safety Services is made and entered into this \_\_\_\_\_ day of September 2014 by and between the City of Huntington Park, a municipal corporation (hereinafter, "City") and Transtech Engineers, Inc. (hereinafter, "Consultant").

**RECITALS**

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

WHEREAS, on or about March 5, 2012, the Parties executed and entered into that certain agreement titled, Consultant Services Agreement for City Engineer/Building & Safety Services (hereinafter, the "Master Agreement") which is attached hereto as Exhibit "C"; and

WHEREAS, the City desires to continue the City Engineer/Building & Safety services; and

WHEREAS, Consultant has represented to City that it has the requisite skill and experience to safely and competently perform the desired professional services; and

WHEREAS, Section 28 of Master Agreement provides for written amendments and modifications if approved by both Parties.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Term. Section 1 of the Master Agreement is hereby amended to be replaced with the following: The term of this agreement shall be six (6) months, commencing with the date of approval by the City Council. Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this agreement at any time for convenience or for cause.

2. Scope. Section 2 of the Master Agreement is hereby amended to be replaced with the following: Consultant agrees to perform the services and schedule set forth in the table included in Consultant's proposal letter dated July 1, 2014 and attached hereto as Exhibit "D."

3. Compensation. Section 4, subpart (a) of the Master Agreement is hereby amended to be replaced with the following:

Other than the hourly rate for City Engineer, which Consultant has discounted to \$100, City agrees to pay Consultant for the described services in accordance with the hourly rates set forth in the table included in Consultant's proposal letter dated July 1, 2014 and attached hereto as Exhibit "E," but cumulatively not to exceed Fifty Thousand Dollars (\$50,000.00) unless additional compensation is first approved by the City Council. In the event Consultant's charges are projected to exceed \$50,000.00 prior to the expiration of the Term, City may suspend Consultant's performance pending City's approval of additional expenditures.

4. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

5. In the event of any conflict or inconsistency between this Amendment and the Master Agreement, the provisions of this Amendment shall control, but only to the extent necessary to resolve the conflict or inconsistency.

6. This Amendment may be executed in counterparts, which together shall comprise a single instrument.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to the Master Agreement to be executed on the day and year first appearing above.

**CITY OF HUNTINGTON PARK:**

**TRANSTECH ENGINEERS, INC.**

By: \_\_\_\_\_  
Julio Morales, Interim City Manager

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

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

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

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

By \_\_\_\_\_  
Isabel Birrueta, City Attorney

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

Exhibit "C"

(See attached Master Agreement)



**CONSULTANT SERVICES AGREEMENT**  
**FOR**  
**CITY ENGINEER / BUILDING & SAFETY SERVICES**

**By and Between**  
**THE CITY OF HUNTINGTON PARK**

**And**  
**TRANSTECH ENGINEERS, INC.**

This Agreement for Consultant Services ("Agreement") is entered into as of this 5<sup>th</sup> day of March, 2012 by and between the City of HUNTINGTON PARK, a municipal corporation ("City") and TRANSTECH ENGINEERS, INC., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City has sought, by Request for Proposals the performance of the **City Engineer / Building & Safety Services** defined and described particularly in Section 2 of this Agreement.

B. Consultant, following submission of a Proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Consultant was selected by the City on the basis of Consultant's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the City of Huntington Park's Municipal Code, City has authority to enter into this Consultant Services Agreement and the City Manager is authorized by the City Council to execute this Agreement.

E. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

## **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

### **SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 ("Termination of Agreement") of this Agreement, the scope of services set forth in Exhibit "A" shall be performed on a month-to-month basis. The parties may modify the term of this Agreement if agreed upon and executed in writing. However, the Agency can terminate the agreement at any time with notice, with or without cause.

### **SECTION 2. SCOPE OF SERVICES.**

Consultant agrees to perform the services set forth in Exhibit "A", which is incorporated herein by this reference, in accordance with the terms and conditions of this Agreement.

### **SECTION 3. ADDITIONAL SERVICES.**

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A", unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

### **SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibits "A" and "B," which are incorporated herein by this reference.

(b) Each month Consultant shall furnish to City an original invoice with sufficient detail for all work performed and expenses incurred during the preceding month. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warrants related to Standard of Performance and found in Section 9 of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

## **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be

maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

## **SECTION 8. STATUS OF CONSULTANT.**

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

## **SECTION 9. STANDARD OF PERFORMANCE.**

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. In addition to the general standards of performance set forth in this Section 9, additional specific standards of performance and performance criteria are set forth in the Scope of Work that shall also be applicable to Consultants work under this Contract. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

#### **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

#### **SECTION 11. PREVAILING WAGE LAWS**

It is the understanding of City and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

#### **SECTION 12. NONDISCRIMINATION.**

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

### **SECTION 13.           UNAUTHORIZED ALIENS.**

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

### **SECTION 14.           CONFLICTS OF INTEREST.**

(a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of work under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

### **SECTION 15.           CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the

City Manager, except as may be required by law.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **SECTION 16. INDEMNIFICATION.**

(a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Consultant shall indemnify, and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and consultants, and Consultant, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

(b) Indemnification from Sub-Consultants. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant / contract or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional

obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(c) City's Sole Negligence. The provisions of this Section 16 do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

## **SECTION 17. INSURANCE.**

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies as follows:

- (a) COMPENSATION INSURANCE. CONSULTANT shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform the SERVICES as described section in this AGREEMENT.
- (b) COMPREHENSIVE GENERAL LIABILITY, PROFESSIONAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONSULTANT shall take out and maintain during the life of this contract comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance, and the amounts of such insurance shall be as follows:
  - (i) Commercial General Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
  - (ii) Professional Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
  - (iii) Comprehensive Automobile Liability Insurance in an amount of not less amount of not less than ONE MILLION DOLLARS (\$1,000,000).  
A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth in subsections (i),(ii), and (iii) above.

## **SECTION 18. ASSIGNMENT.**

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this



Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

#### **SECTION 19. CONTINUITY OF PERSONNEL.**

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

#### **SECTION 20. TERMINATION OF AGREEMENT.**

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement for cause at any time upon ninety (90) days written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

#### **SECTION 21. DEFAULT.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the

part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

**SECTION 22.           EXCUSABLE DELAYS.**

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

**SECTION 23.           COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

**SECTION 24.           NOTICES.**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:                   City of Huntington Park  
Attn: Raul T. Romero, Interim City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

To Consultant:           Transtech Engineers, Inc.  
624 Brea Canyon Road  
Walnut, CA 91789  
Robert Quintero, Senior Vice President

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**SECTION 25.           AUTHORITY TO EXECUTE.**

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

#### **SECTION 26. ADMINISTRATION AND IMPLEMENTATION**

This Agreement shall be administered and executed by the City Manager or his or her designated representative, following approval of this Agreement by the City Council. The City Manager shall have the authority to issue interpretations and to make minor amendments to this Agreement on behalf of the City so long as such actions do not materially change the Agreement or make a commitment of additional funds of the City. All other changes, modifications, and amendments shall require the prior approval of the City Council.

#### **SECTION 27. BINDING EFFECT.**

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

#### **SECTION 28. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### **SECTION 29. WAIVER.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

#### **SECTION 30. LAW TO GOVERN; VENUE.**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 32. ENTIRE AGREEMENT.**

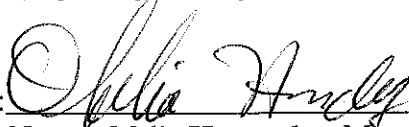
This Agreement, including the attached Exhibits "A" and "B," is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**SECTION 33. SEVERABILITY.**

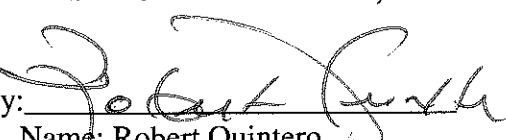
If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY OF HUNTINGTON PARK**

By:   
Name: Ofelia Hernandez, Mayor

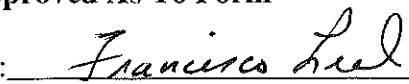
**TRANSTECH ENGINEERS, INC.**

By:   
Name: Robert Quintero  
Senior Vice President

**Attest:**

By:   
Name: Rosanna Ramirez, City Clerk

**Approved As To Form**

By:   
Name: Francisco Leal, City Attorney

## Exhibit A

### Scope and Compensation Schedule

#### Items 1-8

Item No.	Category	Scope of Service	Compensation
1	Building and Safety Services	All building code inspection and permit issuance services associated with an issued permit for construction. Scope of service includes no-fee or reduced fee permits were issued at the specific direction of the City. Scope specifically excludes inspection work, including but not limited to Code Enforcement, where a permit is not issued, except that the scope of service does include that portion of the inspector's effort associated with issuance of a stop work notice. Service specifically excludes compliance with NPDES, SUSMP, and WVECP compliance.	62.5% of the permit fee for all work for which a permit is issued at the full rate of the City's fee schedule. Inspection services shall be provided on an hourly basis at the rate specified in Exhibit B for all work associated with a no-fee or reduced-fee permit. Inspection services, including but not limited to support for Code Enforcement, shall be provided on an hourly basis at the rate specified in Exhibit B.
2	Building and Safety Services	All plan review work associated with a building permit, regardless of whether the permit is issue or not.	62.5% of the plan check fee collected at the full rate of the City's fee schedule. For no-fee and reduced-fee plan checks, review services shall be provided on an hourly basis at the rate specified in Exhibit B.
3	Building and Safety Services	All inspection work associated with the City's Occupancy Permit Process.	62.5% of the permit fee for all work for which a permit is issued at the full rate of the City's fee schedule. Inspection services shall be provided on an hourly basis at the rate specified in Exhibit B for all work associated with a no-fee or reduced-fee permit.
4	Building and Safety Services	As-needed, on-call Building Official services	Services to be e provided on an hourly basis at the rate specified in Exhibit B. Specific hours and days of designated counter services will be established by mutual agreement.

Item No.	Category	Scope of Service	Compensation
5	City Engineering Services	All non-CIP related City Engineering work, including on-site, as-needed counter service, tract and parcel map review, lot line adjustment review, traffic impact analysis, traffic and transportation planning, traffic and pedestrian warrant analysis, and similar private development related work located within the public right of way.	<p>Services to be provided on an hourly basis at the rate to be established by mutual agreement (fee for service). Specific hours and days of designated counter services will be established by mutual agreement.</p> <p><b>Note: Where both Building Official and City Engineering service is provided by a single individual, compensation will be based on a single hourly rate. Where service is provided by two or more individuals, compensation will be based on individual time spent at the associated hourly rate.</b></p>
7	City Engineering Services	All non-CIP related public works inspection service.	<p>62.5% of the permit fee for all work for which a permit is issued at the full rate of the City's fee schedule.</p> <p>Inspection services shall be provided on an hourly basis at the rate specified in Exhibit B for all work associated with a no-fee or reduced-fee permit.</p>
8	City Engineering Services	CIP Related Services	<p>All compensation will be individually negotiated based on the required scope of work, duration of the project, and the number and skills of individuals provided for the associated service. Service may be based on hourly rates as specified in Exhibit B or by percentage of design and/or construction costs as mutually agreed to between the City and CONSULTANT.</p> <p>Public Works permit issuance services shall be provided on an hourly basis at the rate specified in Exhibit B for all work associated with a no-fee or reduced-fee permit.</p>

## Exhibit B

<b>TRANSTECH ENGINEERS, INC. MUNICIPAL SERVICES CONTRACT CONSULTING RATES</b> <b>Effective through December 31, 2012</b>	
<b>Classification</b>	<b>Hourly Rate</b>
Qty Engineer	\$125
Deputy Qty Engineer	\$120
Project Engineer	\$120
Design Engineer	\$115
Staff Engineer	\$110
Sr. Designer	\$100
Designer	\$90
Engineering Technician	\$70
Construction Manager	\$125
Sr. Public Works Inspector	\$75
Public Works Inspector	\$65
Funds and Grants Manager	\$125
Funds Analyst	\$95
Building Official	\$125
Building Plans Examiner/Plan Check	\$95
Sr. Building Inspector	\$75
Building Inspector	\$65
Housing Rehab Program Coordinator	\$85
Sr. Planner	\$115
Planner	\$95
Planning Technician	\$65
Transportation Analyst	\$90
Code Enforcement Officer	\$85
Public Works Director	\$125
Development Services Director	\$125
Administrative/Clerical/Permit Technician	\$55
Reimbursable direct expenses are billed at cost.	
Rates for federally funded projects will be based on federal rates, calculated staff pay-rate plus federally approved over head rate plus allowable 10% fee.	
Fees are adjusted annually based on Cost of Living Adjustment (COLA) specified for Los Angeles County.	

Exhibit "D"

(See attached Scope of Work)





July 1, 2014

**CITY OF HUNTINGTON PARK**

6550 Miles Avenue

Huntington Park, CA 90255

Mr. Julio Morales, Interim City Manager

Mr. James A. Enriquez, PE, PW Director/City Engineer

**Subject: Interim City Engineering Services**

Transtech is submitting this proposal for Interim City Engineering Services to the City of Huntington Park.

As requested, the Interim City Engineer Services will be provided per the following Schedule:

	Monday	Tuesday	Wednesday	Thursday
7:00 - 8:00	Melicher/Cayir Project Management Plan Check Map Check			
8:00 - 9:00				
9:00 - 10:00				
10:00 - 11:00				
11:00 - 12:00				
12:00 - 1:00		Melicher/Cayir Project Management Plan Check Map Check	Neville/Ackerman Plan Check Map Check Project Management	Neville/Ackerman Plan Check Map Check Project Management
1:00 - 2:00				
2:00 - 3:00				
3:00 - 4:00				
4:00 - 5:00				

The special discounted hourly billing rate for Interim City Engineer will be \$100/hour. All other services, when requested by the City will be charged at Transtech's Standard Billing Rates.

Should you have any question or should you need additional information, please contact the undersigned.

Sincerely,

Ali Cayir, PE

[ali.cayir@transtech.org](mailto:ali.cayir@transtech.org); C: 714-883-8677

**Attachments:**

A1 - Transtech's Standard Billing Rates

A2 - Resumes of Sr. Level City Engineering Staff.

A3 - Brief Company SOQ

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Exhibit "E"

(See attached Hourly Rates)

TRANSTECH ENGINEERS, INC. STANDARD HOURLY RATES	
<b>Classification</b>	<b>Hourly Rate</b>
Senior Engineer	\$150 - \$165
Project Manager	\$145 - \$160
Project Engineer	\$135 - \$150
Staff Engineer	\$120 - \$135
CADD Designer	\$95 - \$115
Sr. Planner	\$115 - \$135
Associate Planner	\$95 - \$110
Funds and Grants Manager	\$125 - \$140
Funds Analyst	\$95 - \$110
Transportation Analyst	\$125 - \$150
City Engineer	\$125 - \$135
Building Official	\$125 - \$135
Plan Checker	\$95 - \$125
Construction Manager	\$145 - \$160
Inspector, PW	\$75 - \$115
Inspector, Building	\$75 - \$110
Engineering Technician	\$60 - \$70
Building Technician	\$60 - \$70
Administrative/Clerical	\$55 - \$60
2-Man Survey Crew	\$190
Reimbursable direct expenses are billed at cost plus 5%. Fees are adjusted annually based on the Consumer Price Index (CPI) for the Los Angeles area for Cost of Living Adjustment.	



## **CITY OF HUNTINGTON PARK**

Community Development Department  
City Council Agenda Report

April 5, 2016

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:

### **APPROVE CONSULTANT AGREEMENTS WITH LEAD TECH ENVIRONMENTAL AND BARR & CLARK INDEPENDENT ENVIRONMENTAL TESTING**

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

1. Approve three-year Consultant Agreements with Lead Tech Environmental and Barr & Clark Independent Environmental Testing in an amount not to exceed \$62,690 in total.; and
2. Authorize the City Manager to execute the Agreement in a form approved by legal counsel.

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

On August 27, 2015, the City of Huntington Park was awarded \$1,676,997 in competitive grant funds from the U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard to implement its Lead Based Paint Hazard Control (LBPHC) Program over a three-year period; starting December 1, 2015 to November 30, 2018. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children, and educate the community about lead poisoning prevention and healthy homes.

As part of the grant application the City is required to work with lead testing companies that satisfy requirements of U.S. Department of Housing and Urban-Office of Healthy Homes, Title X of the Community and Development Act of 1992, and applicable federal, state and local requirements.

## **APPROVE CONSULTANT AGREEMENTS WITH LEAD TECH ENVIRONMENTAL AND BARR & CLARK INDEPENDENT ENVIRONMENTAL TESTING**

April 5, 2016

Page 2 of 3

Staff issued a Request for Proposals on February 1, 2016 and received a total of 5 proposals from qualified lead testing firms. During the review of these proposals staff identified two lead testing companies as the lowest and most responsive bidders: Lead Tech Environmental and Barr & Clark Independent Environmental Testing.

<b>Contractor Name</b>	<b>Bid Amount</b>
Barr & Clark Independent Environmental Testing	\$345.00
Lead Tech Environmental	\$395.00
A-Tech Consulting, Inc.	\$395.00
EFI Global	\$750.00
SCS Engineers	\$1,025.00

Both companies, Barr & Clark Independent Environmental Testing and Lead Tech Environmental have extensive experience in working with other municipalities in lead testing, construction projects and have also worked in the City's LBPHC Program and Residential Rehabilitation Program in the past. In order to begin implementation of the program, staff recommends that the City Council approve consultant agreements with each organization to start testing eligible referred units.

The scope of services for each firm will include the following: conduct lead-based paint inspections, completing risk assessment, work specifications and clearance reports for both single family and multi-family residential properties. Both consultants will be responsible for a combined testing of 90 units for the City's Lead Based Paint Hazard Control Program (LBPHC).

### **FISCAL IMPACT/FINANCING**

The total funds allocated to conduct lead-based paint inspections, risk assessment, work specifications and clearance reports for 90 residential units is \$62,690. Therefore, the three-year agreements with both firms will not exceed this amount. The services will be paid from the LBPHC grant funds, which have been allocated in the City Budget for FY 2015-16. The services to be provided under these agreements will be paid from the account number 246-5098-463.56-41 (Contractual Services). A total of \$172,645 was allocated under this budget category, therefore no additional budget appropriation is required.

### **LEGAL AND PROGRAM REQUIREMENTS**

The LBPHC program will provide eligible property owners grants averaging \$14,650 per unit in single-family properties (owner or renter occupied), \$7,750 per unit in

# **APPROVE CONSULTANT AGREEMENTS WITH LEAD TECH ENVIRONMENTAL AND BARR & CLARK INDEPENDENT ENVIRONMENTAL TESTING**

April 5, 2016

Page 3 of 3

multifamily rental properties, and \$4,500 for vacant properties, for an overall average of \$9,031 per unit. Eligible recipients include low-income homeowners with children under age six and/or a pregnant woman in residence and owners of rental properties occupied by low and very-low income tenants with children under age six or rental units that are available for families to occupy.

The LBPHC program will request both consultants to conduct a combined paint inspection and risk assessment in each unit. All inspections will be conducted in accordance with HUD Guidelines and California Title 17 Regulations and Federal 24 CFR 35.930 (Title X). At least one representative surface of each painted component in every room will be tested. Painted surfaces in common areas and the building exterior will be similarly sampled. Risk assessments will be conducted to create specifications for interim controls or component replacement. Areas of bare soil will also be sampled for the presence of lead-based paint. The lead inspector/assessor will collect baseline dust wipe samples, and submit to a certified laboratory for analysis. The estimated cost for a combined inspection/risk assessment is based on the number of units in the building. Both consultants have previously conducted lead inspection/assessments for the City provided cost estimates. Cost estimates by unit size are \$413 for a single-family unit and \$390 for a duplex. Typical multifamily buildings in Huntington Park are four to six units at \$356. Clearance test costs for eight samples are estimated at \$265.00 per unit with a turnaround time of 24 hours for results.

## **CONCLUSION**

Upon approval of these agreements, staff will begin ordering services for lead testing, risk assessment, work specifications and clearance reports on eligible units.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



MANUEL ACOSTA  
Economic Development Manager

## **ATTACHMENT**

- A. Barr & Clark Independent Environmental Testing Proposal
- B. Lead Tech Environmental Proposal
- C. Draft Contract Services Agreements



**Lead-Based Paint Hazard Control Program (LBPHCP)**  
**CONTRACT SERVICES AGREEMENT**  
**BETWEEN THE CITY OF HUNTINGTON PARK**  
**AND**  
**BARR & CLARK INDEPENDENT ENVIRONMENTAL TESTING**

This Agreement is made and entered into this day of 5<sup>th</sup> day of April, 2016, by and between the City of Huntington Park, a municipal corporation (hereinafter referred to as "City"), and **BARR & CLARK INDEPENDENT ENVIRONMENTAL TESTING** (hereinafter referred to as "Consultant"). For purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably. The project is identified as the Lead-based Paint Hazard Control Grant Program, Huntington Park, CA.

**RECITALS**

The City has entered into a Agreement with the United States Department of Housing and Urban Development, to execute the City Lead-Based Paint Hazard Control Grant Program under the Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856)(Title X), the Lead-Based Paint Poisoning Prevention Act of 1970 (42 USC 4821-4846) and implementing regulations at Part 35, subparts A,B,J,K, and R of CFR 511.15 as amended, hereinafter called the "Act," and

The Consultant is qualified by virtue of its experiences to administer certain functions and programs relating to the Lead-Based Paint Hazard Control Grant Program as said Program.

IN CONSIDERATION of the mutual covenants herein set forth and mutual benefits to be derived there from, the parties agree as follows:

**1. TERM OF AGREEMENT**

This Agreement shall cover services rendered from April 5, 2016 until November 30, 2018. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Consultant completes any necessary close out activities. Said extension of term is subject to funding availability, Consultant continuing compliance with applicable Federal, State and local government legislation and an evaluation of Consultant's performance. No extension is valid without the City's express written approval.

**2. SERVICES OF CONSULTANT**

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" portion of the Consultant's Proposal, which is attached hereto as Exhibit "A" and fully incorporated herein by this reference; which services to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of high quality work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more

industry-leading firms performing similar work under similar circumstances.

2.2 **Consultant's Proposal.** The Scope of Services may include the Consultant proposal or bid which, if included, is incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

2.3 **Compliance with Law.** All services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included. To that end, Consultant shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of this Agreement.

2.4 **Licenses, Permits, Fees, and Assessments.** Consultant shall obtain at its sole cost and expenses such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by **law and arise from or are necessary for the Consultant's performance of the services required by this Agreement**, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed, or imposed against City hereunder.

2.5 **Familiarity with Work.** By executing this Contract, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which shall or will materially affected the performance of the services hereunder, Consultant shall immediately inform the City of such fact in writing and shall not proceed except at **Consultant's risk until written instructions are received from the Contract Officer, as defined in Section 5.2.**

2.6 **Care of Work.** The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City except such losses **or damages as may be caused by City's own negligence.**

2.7 **Further Responsibility of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

2.8 **Additional Services.** Without invalidating this Agreement, the Contract Officer shall have the right at any time to request, in writing, changes in the scope of work or the services to be performed or to request additional services beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. Any changes mutually agreed upon



by the parties shall be set forth in a proposal that is agreed upon, in writing, by the Consultant and Contract Officer. The City shall make payments for any services requested by the City not included **in the Scope of Services to Consultant on a time and materials basis using Consultant's current fee schedule.**

### **3. COMPENSATION**

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be compensated on a time and material basis in accordance with the current fees **described in the Consultant's Proposal ("Fee Schedule"). The Fee Schedule will be in effect** for the term of this Agreement pursuant to the **fees described and contained in Consultant's Proposal, as** attached hereto (Exhibit A). Consultant shall be reimbursed for out-of-pocket expenses as set forth in the Fee Schedule.

3.2 Method of Payment. Consultant shall submit to the City a monthly invoice for services rendered. Except as provided in Section 8.3, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement in a timely manner, but not later than **forty-five (45) days from the City's receipt of the invoice**, subject to such extensions as may be necessary to obtain any required approvals for payment from the City.

### **4. PERFORMANCE SCHEDULE**

4.1 Term of Agreement. Subject to and in accordance with Section 8.0 and its subparts contained herein, the Term of this Agreement shall be equal to the term set forth in Paragraph one of this Agreement.

4.2 Time of Essence. Time is of the essence in the performance of this Agreement.

4.3 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in such notice.

### **5. COORDINATION OF WORK**

5.1 Representative of Consultant. The following principals of Consultant are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Matt Crochet

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City which shall not be unreasonably withheld.

5.2 Contract Officer. The Contract Officer shall be the City Manager of the City or other **contract officer as may be designated by the City. It shall be the Consultant's responsibility** to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by the City to the Contract

Officer. Unless otherwise specified herein, any approval of the City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity ("**Sub-Consultant**") to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No transfers release the Consultant or any surety of Consultant of any liability hereunder without the express consent of the City.

5.4 Independent Contractor. The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, wholly independent, and are not officials, officers, employees, departments or subdivisions of City. Consultant shall be solely responsible for the negligent acts and/or omissions of its employees, agents, Consultant and Sub-Consultant. Consultant and all persons retained or employed by Consultant shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing..

However, if any of **Consultant's** officers, employees, agents, or Sub-Consultant is determined by the Contract Officer to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of **Consultant's** officers, employees, agents, or Sub-Consultant fail or refuse to perform the work in a manner acceptable to the City, such officer, employee, agent, or Sub-Consultant shall be promptly removed by Consultant and shall not be reassigned to perform any of the work.

## **6.0 INSURANCE, INDEMNIFICATION AND BONDS**

6.1 Insurance. Without limiting Consultant's indemnification obligations as set forth in this Agreement, the Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

a. Comprehensive General Liability Insurance. Prior to the commencement of any services hereunder, Consultant shall provide a certificate of insurance with original endorsements, as per City requirements, of the following insurance: Commercial General Liability Insurance covering third party liability risks, including contractual liability, in a minimum amount of \$1,000,000 combined single limit per occurrence and annual aggregate for bodily injury, personal injury, and property damage. The City and the City of Huntington Park shall be named as an additional insured on the policy.

b. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as shall fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City against

any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

c. Automotive/Vehicle Insurance. Commercial automobile liability insurance with a combined single limit of not less than one million (\$1,000,000) per occurrence. Such insurance shall include completed operations liability, personal injury liability, and broad form property damage coverage. Such insurance, to be obtained from a reliable insurance carrier authorized to do such insurance business in the State of California, shall (a) expressly name the City, HUD, their agents, officers and employees as additional insured; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and ; (c) contain standard cross liability provisions.

d. Professional Liability Coverage. Consultant shall maintain professional liability insurance in the amount of one million (\$1,000,000) for damages by reason of any liability for negligent acts, errors or omissions as the result of any one (1) occurrence. Professional liability shall include, without limitation, coverage for contractual liability and errors and omissions. Consultant shall cause its Sub-Consultant, if any, to maintain during the term of this Agreement and for one-year thereafter professional liability insurance in the amounts presently carried by such consultant as of the date hereof. Professional liability shall include, without limitation, coverage for contractual liability and errors and omissions. Consultant hereby assigns to the City all rights and claims that Consultant may have against its consultants and subcontractors by reason of their malpractice, misfeasance, negligence, or other professional liability to Consultant.

e. Term of Policies. All policies of insurance described in this Article 5 shall be maintained during the entire term of this Agreement and for a period of at least one (1) year following Substantial Completion of the Project.

f. Additional Insurance. Policies of such other insurances, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City of Huntington Park as additional insured, including their respective officers, employees and agents as **additional insured's. The insurer shall waive all rights of subrogation and contribution it may have** against the City of Huntington Park, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers. All of said policies of insurance shall be endorsed to:

- (1) Provide that said insurance may not be amended or cancelled without providing thirty (30) days written notice by certified or registered mail to the City;
- (2) Provide that the insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers; and
- (3) Name the City of Huntington Park, and their officials, employees, agents, representatives, and volunteers (**hereinafter 'City and City Personnel') as additional insured's; and**
- (4) Consultant shall include any subcontracting consultant as insured under its policies, or Consultant shall furnish separate certificate and endorsements for

each Sub-Consultant. All coverage for such Sub-Consultants shall be subject to the requirements stated herein.

All of the Consultant insurance (i) shall contain no special limitations on the scope of protection afforded to the City and City Personnel; (ii) shall be primary insurance and any insurance or self-insurance maintained by the City or City Personnel shall be in excess of the **Consultant's** insurance and shall not contribute with it; (iii) except for professional liability insurance **policies, shall be "occurrence" rather than "claims made" insurance;** (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to **the limits of the insurer's liability;** and (v) shall be written by insurers in compliance with Section 6.1.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City. In the event any said policies of insurance are materially modified or cancelled for any reason, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Section 6.1, to the Contract Officer. The Contract Officer, with the prior approval of the City, shall have authority to consent to a modification of the foregoing insurance requirements, which consent may be given or withheld in the Contract Officer's **respective sole and absolute and** arbitrary discretion.

The Consultant agrees that the provisions of this Section 6.1 shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any way extent to which the Consultant may be held responsible for the payment of **damages to any persons or property resulting from the Consultant's negligent activities or the** activities of any person or persons for which the Consultant is otherwise responsible.

In the event Consultant subcontracts any portion of the work in compliance with Section 5.3 of this Agreement, the contract between the Consultant and such Sub-Consultant shall require the Sub-Consultant to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 6.1.

6.2 Indemnification. The Parties agree that Consultant shall indemnify City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, **the "City Indemnitees"**) **should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost** arising out of or in any way related to Consultant's performance of this Agreement, whether or not there is concurrent passive negligence on the part of the City, and their officers, agents or employees. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of **Consultant's** commitment to indemnify, defend and protect City as set forth herein.. However, such indemnity shall exclude such claims or liabilities arising from negligence or willful misconduct of the City, and their officers, agents or employees, who are directly responsible to the City, and in connection therewith:

a. Consultant shall defend any action or actions filed in connection with any said claims **or liabilities and shall pay all costs and expenses, including legal costs and attorneys' fees** incurred in connection therewith;

b. Consultant shall promptly pay any judgement rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connections with

the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom. City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a **result of Consultant's failure to pay City promptly any indemnification arising under this Article;**

c. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, **legal costs and attorneys' fees;**

d. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every Sub-Consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold **harmless and defend City and City's elected and appointed officials, officers, employees,** agents and volunteers from any and all loss, injury, damage, claim, lawsuit, cost, expense, **attorneys' fees, litigation costs, or any other cost arising out of or in any way related to Consultant's,** Sub-Consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement whether or not there is concurrent passive negligence on the part of the City, and their officers, agents or employees.

e. This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

6.3 Sufficiency of Insurer. **In the event the Risk Manager of the City ("Risk Manager")** determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Consultant shall have the right to appeal a determination of increased coverage by the Risk Manager to the City within 10 days of receipt of notice from the Risk Manager.

## **7. RECORDS AND REPORTS**

7.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or shall materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstances, technique or event and the estimated increased or decreased cost relates thereto and, if

Consultant is providing design services, the estimated increased or decreased cost for the project being designed.

7.2 Records. Consultant shall keep, and require Sub-Consultant to keep, such books and records as shall be necessary to perform the services required by the Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of the City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of five (5) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specification, reports, records, documents, digital copies (one electronic copy in Adobe Acrobat (PDF) format and one electronic copy in Microsoft Word format), and other materials prepared by Consultant, its employees, Sub-Consultants and agents ("**Documents**") in the performance of this Agreement, whether or not such Documents are draft, final or partially final, shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full right of ownership of the documents and materials hereunder. This shall include any Documents requested by the Contract Officer in digital format such as Microsoft Word or any other format requested by the Contract Officer. If requested in digital format, the Consultant shall apply with such request. All Sub-Consultants shall have an assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify the City for all damages resulting therefrom.

7.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## **8.0 ENFORCEMENT OF AGREEMENT**

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising or in relation to this Agreements shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on City shall be made in the manner required by law for services on a public entity. Service of process on Consultant shall be in any manner permitted by law and shall be effective whether served inside or outside of California.

8.2 Disputes. Subject to the provisions of Section 8.7, in the event of a dispute arising under this Agreement, Consultant shall comply with the provisions of this Section, and City may, in its sole discretion, comply with the provisions of this Section. The injured party shall notify the injuring party in writing of its contentions. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within (5) five days of service of such notice and completes the cure of such default within fifteen (15) days after service of notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate

action may be necessary. Compliance with the provisions of this Section shall be condition precedent to termination of this Agreement for cause by Consultant and to any legal action **commenced to termination, such compliance shall not be a waiver of Consultant's right to take legal action in the event that the dispute is not cured. Nothing herein shall limit City's right to terminate this Agreement with or without cause pursuant to Section 8.7.**

8.3 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

8.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party or any default impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring **the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act.** Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in the Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct remedy any default, to recover damages for any default be compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination. This Section shall govern any termination of the Agreement except as specifically provided in the following Section for termination for cause. The City may terminate this Agreement at any time, with or without cause, upon written notice to Consultant. Consultant **may terminate Agreement only for cause and without less than thirty (30) day's** prior written notice and only after following the procedures of Section 8.2 to enable the City to affect a cure of a default. Upon receipt of any notice for termination, Consultant shall immediately cause all services hereunder except such as many be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice termination and for any services authorized by the Contract Officer thereafter with the Fee Schedule or such as may be approved by the Contract Officer, except as provided in Section 8.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the lesser of (i) the amount due for work completed under the Fee Schedule or (ii) the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 8.2.

8.8 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligation under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total costs for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8.9 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, **shall be entitled to its expert witness fees and reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall include to all other reasonable costs for investigating** such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **9.0 CITY OFFICERS AND CITY EMPLOYEES: NON-DISCRIMINATION**

9.1 Non-liability of City Officers and City Employees. No officers, officials, employee, agent, representative, or volunteer of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successors, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer, official, employee, agent, representative, or volunteer of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10.0 MISCELLANEOUS PROVISIONS**

10.1 Notice. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be (i) delivered by United States mail, prepaid, certified, return receipt requested, or (ii) delivered by reputable document delivery service that provides a receipt showing date and time of delivery. Notices delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be delivered to the City at the following



address: City of Huntington Park Community Development Division 6550 Miles Avenue, Huntington Park, CA 90255 Notice shall be delivered to Consultant at the following address: Barr & Clark Independent Environmental Testing, 126684 Hoover Street, Garden Grove, CA 92841. Either party may change the address for receipt of notices to that party by written notice delivered in compliance with this Section.

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against wither party by person of the authorship of this Agreement or any other rule of construction which otherwise apply.

10.3 Integration: Agreement. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements and understandings, if any, between the parties, and none shall be used to interpret this agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgement or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives wither party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) that are duly authorized to execute and deliver this Agreement on behalf of said party, (ii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

10.6 Order of Precedence. In the event of any inconsistency between the provisions of this Agreement and the exhibits (including the Scope of Work and the Fee Schedule), the provisions of this agreement shall control.

10.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

10.8 Amendments and Modifications. No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirements for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the first written above.

**CONSULTANT:**

Barr & Clark Independent Environmental  
Testing

**CITY**

CITY OF HUNTINGTON PARK

Name: Matt Crochet  
 Title: President & CEO  
 Address: 12684 Hoover Street  
 Garden Grove, CA 92841  
 (714) 894-5702

Graciela Ortiz, Mayor

ATTEST:

Donna Schwartz, City Clerk

Attachments:  
Exhibit "A": Scope of Services and Fee Schedule

### Exhibit "A": Scope of Services and Cost Sheet and Fee Schedule

**Consultant shall provide the City with “on call” Lead-Based testing, assessments, work plans, and clearances and technical consulting services as requested by the Contract Officer. Such services are more specifically described in the attached Scope of Services.**

**EXHIBIT A**  
**SCOPE OF SERVICES**

4842-9737-9887, v. 1



**BARR & CLARK**  
Independent Environmental Testing  
ASBESTOS • LEAD • PHASE 1

# ***Proposal for Consulting Services for Lead-Based Paint Hazard Control Assessment & Management***

**Prepared For:**

***Maria Torres, Sr. Management Analyst  
Community Development Department  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
(323) 584-6262***

**Proposing Firm:**

***Barr & Clark, Inc.  
12684 Hoover Street  
Garden Grove, CA 92841  
Phone: (714) 894-5700  
Fax: (714) 894-5702  
Contact Person: Matt Crochet  
February 22, 2016***



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## Cover Page

Maria Torres, Sr. Management Analyst  
Community Development Department  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
(323) 584-6262

Re: ***Consulting Services for Lead-Based Paint Hazard Control Assessment & Management***

Dear Ms. Torres:

As the impact of the recent changes to the **Housing and Urban Development (HUD 2012 Revision)** requirements are becoming apparent to municipalities and community based organizations all across the country, we have carefully studied the relevant sections of **24 CFR, section 35 (Title X)** as well as **California's CDPH/DHS Title 17** in regards to lead-based paint inspections/risk assessments to better serve our clients. Additionally, we are very familiar with all applicable asbestos related rules and regulations (*local, state, and federal*) including EPA, HUD, CDPH/DHS, NESHAP, CAL-OSHA, South Coast AQMD, Clear Air Act, TSCA, and OSHA.

It is important to be in compliance with the regulations and to reduce complications to an already burdened project. Our knowledge and experience can help to minimize the impact of lead-related considerations affecting your programs. Barr & Clark's highly qualified staff has over **52 years combined experience** in lead-based paint consulting.

Barr & Clark is considered an *innovator and leader* in Lead-Based Paint Consulting. Matt Crochet (*President*) is the **12<sup>th</sup> inspector to be certified in California as Lead-Based Inspector/Risk Assessor and Project Monitor!** That is impressive considering there are over 35,000 lead professionals now certified by CDPH.

Over the past 24 years, Barr & Clark has gained extensive experience in working with numerous governmental agencies and their respective regulations. These agencies include **CAL/OSHA (DOSH), EPA, CAL/EPA, HUD, DTSC, SQAMD, and CDPH/DHS**. These regulatory agencies each have their own perspective, priorities, and requirements (*in some cases, several agencies' requirements may be in conflict with each other*). Every environmentally impacted project will involve at least one or more of these agencies. Barr & Clark is known by the key personnel in these agencies and has maintained a positive relationship based on past experiences and mutual cooperation. In fact, Matt Crochet has worked directly with the **HUD Director (Programs Division), Michelle Miller, her Special Assistant, Eric Hornbuckle, and Shannon Steinbauer GTR Regions 7 and 8 on various Lead-Based Paint and Healthy Homes projects**. Knowing the *regulations* and the *regulators* can avoid unanticipated delays and expenses on a project.

Barr & Clark is extremely knowledgeable of the guidelines and regulations applicable to the **Community Development Block Grant (CDBG)** and **HOME Investment Partnership Program (HOME)**.



All of our lead-related services are conducted and reported in a manner that not only complies but **exceeds** all applicable federal, state, local, and county laws, regulations, and policies. We go above and beyond to provide all of our clients the most comprehensive, practical, and cost effective surveys.

Barr & Clark's consulting services are designed to facilitate decision-making. Our client's time factors, budget constraints, and overall plan for the property will be considered. Barr & Clark is proud of its **"on time and no surprises"** completion of projects. Strict quality control procedures and responsive customer service have earned the devotion of a broad base of clients. When the need for environmental testing or consulting arises, our customers know that **Barr & Clark** will provide them with a **quality, integrated, and cost effective strategy**.

A **Sample LBP Inspection/Risk Assessment Report** may be found in *Appendix A* and a **Sample LBP Work Specification** may be found in *Appendix B*.

The list of inspectors authorized to conduct the surveys and their certifications may be found on page 12. The following Barr & Clark principal is authorized to make all representations for this proposal:

*February 22, 2016*

**Matt Crochet – President**

**Barr & Clark, Inc.**

12684 Hoover Street

Garden Grove, CA 92841

Phone: (714) 894-5700

Cell: (310) 760-2112

Fax: (714) 894-5702

Email: [matt@barrandclark.com](mailto:matt@barrandclark.com)



## **1. Project Experience & Qualifications**

Barr & Clark is a local Southern California firm that was founded in 1992 on one basic premise: ***provide quality environmental consulting services at a fair and reasonable price.*** Today's property owners and managers are impacted with an ever-increasing number of environmental regulatory requirements in the day-to-day management of their assets. Barr & Clark offers ***affordable*** and ***practical alternatives*** to comply with these regulations and requirements.

Barr & Clark has been in business for over 24 years. We have the experience and the financial capability to perform all of the City of Huntington Park's Lead-Based Paint Consulting Services. Barr & Clark has long term contracts for lead and asbestos related consulting (*inspections, risk assessments, monitoring, project designs, clearance testing*) with over 70 cities throughout Los Angeles, Orange, Riverside, and San Bernardino Counties. Additionally, we have been under contract with the City of Huntington Park for lead-related consulting for several years.

Barr & Clark is recognized by its peers as a leader in performing ***Lead-Based Paint Inspections, Asbestos Containing Materials Surveys, and Phase I Reports.*** If your project requires an *abatement specification, project design, monitoring, clearance testing, or overall project management*, our qualified staff is prepared to meet any of your environmental needs. Clients from over 50,000 projects have included airport facilities, military bases, financial institutions, health departments, housing authorities, correctional facilities, manufacturing plants, renovation/abatement contractors, large apartment complexes, property management companies, and private homeowners. Barr & Clark offers its clients ***comprehensive*** and ***integrated*** environmental consulting services.

Barr & Clark specializes in providing these services in an integrated manner when construction or other events are in progress. It is recognized that the environmental project is often just one of many priorities for the building owner. Whether the other priorities are construction, a loan, or government-assisted funding, the environmental project will always be catered to meet the needs of the client.

Our **Project Manager, Matt Crochet**, has ***over 24 years' experience in providing Lead and Asbestos Consulting Services.*** Matt Crochet is the 12<sup>th</sup> person in California to be Certified as a Lead Inspector/Risk Assessor and Project Monitor and has worked directly with individuals from the ***U.S. Department of Housing and Urban Development (Shannon Steinbauer GTR Region 7 and 8, Michelle Miller –Director, Programs Division and Eric Hornbuckle –Special Assistant to Director)*** on various Lead-Based Paint & Healthy Homes projects. Additionally, Matt Crochet is an expert in XRF technology and is the Southern California representative for the **Protec/RMD LPA-1 XRF.**

Barr & Clark has gained extensive experience and familiarity in working with numerous governmental agencies and their respective regulations. These agencies include ***HUD, CAL/OSHA (DOSH), EPA, CAL/EPA, DTSC, SQAMD, and CDPH/DHS.*** These regulatory agencies each have their own perspective, priorities, and requirements (*in some cases, several agencies' requirements may be in conflict with each other*). Every lead impacted project will involve at least one or more of these agencies.

Additionally, Barr & Clark is extremely knowledgeable of the guidelines and regulations applicable to the **Community Development Block Grant (CDBG)** and **HOME Investment Partnership Program**





**(HOME).** We currently have over 70 Lead-Based Paint Consulting contracts with various cities located throughout Los Angeles, Orange, San Bernardino, and Riverside Counties that involve **CDBG** and/or **HOME** funding!

All of our lead inspections/risk assessments and lead-related consulting services comply with all applicable federal, state, local and county laws, guidelines, and regulations. These include *(but are not limited to)* **HUD Regulations 24 CFR Part 35 and 40 CFR Part 745, HUD “Guidelines for Evaluation of and Control of Lead-Based Paint Hazards” (2012 Revision), Toxic Substance Control Act (Section 403), Federal OSHA Section 1926.62, Lead Exposure in Construction, Interim Final Rule, California’s Code of Regulations Title 8 (Section 1532.1), California EPA-DTSC Standards of Waste Storage, Characterization, and Disposal, Los Angeles County Department of Health Services Title 11 and California’s CDPH/DHS Title 17. Barr & Clark meets all of the HUD 2012 Revision requirements for Lead-Based Paint Inspections/Risk Assessments.**

Barr & Clark utilizes state-of-the-art-practices, equipment, and techniques in accordance with all regulatory standards while performing LBP inspections. The method employed is X-ray fluorescence (XRF) using a Radiation Monitoring Device Lead Paint Analyzer (RMD LPA-1). We currently own 4 XRF’s! XRF is a *non-destructive, non-evasive* means of testing. Soil and dust samples collected are analyzed for lead content by LA Testing which is accredited by the American Industrial Association (AIHA), the National Institute for Standards and Technology (NVLAP), NLLAP, and the California Department of Health Services (ELAP).

A **Sample LBP Inspection/Risk Assessment Report** may be found in **Appendix A** and a **Sample LBP Work Specification** may be found in **Appendix B**.

## **2. References**

### ***Community Development Commission of the County of Los Angeles – Block Grant Division***

- Key Staff Participated on Projects: Matt Crochet, Keith Piner and Jeremy Nguyen
- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences, multi-family, and commercial structures.
- Project Name/Location: Thousands of projects throughout the greater Los Angeles area.
- Contact: Gabrielle Williams –Housing Rehabilitation Loan Programs (626) 586-1832  
[gabrielle.williams@lacdc.org](mailto:gabrielle.williams@lacdc.org)
- Address: 700 W. Main Street, Alhambra, CA 91801
- Date started/completed: Have completed thousands of projects from 1998 to present. Currently under contract for lead and asbestos consulting services.
- Name of Regulatory Oversight Agencies: HUD, SCAQMD, EPA, CDPH/DHS, CDC, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with EPA and HUD guidelines. Barr & Clark is currently under contract to perform lead and asbestos-related services for CDC’s Single Family Grant Program, Housing Rehabilitation Loan Programs, and Home Ownership/Home Buyer Program.



***City of Los Angeles – Housing Department (LAHD)***

- Key Staff Participated on Projects: Matt Crochet, Keith Piner and Jeremy Nguyen
- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences and multifamily housing properties.
- Project Name/Location: Thousands of projects throughout the greater Los Angeles area.
- Contact: Ruth Rodrigues - Rehab Construction Specialist I (213) 808-8678  
[ruth.rodrigues@lacity.org](mailto:ruth.rodrigues@lacity.org)
- Address: 1200 W. 7<sup>th</sup> Street, 8<sup>th</sup> Floor Los Angeles, CA 90017
- Date started/completed: Have completed thousands of projects from 1994 to present. Currently under contract for lead and asbestos consulting services.
- Name of Regulatory Oversight Agencies: LAHD, SCAQMD, Office of Historic Preservation, CDC, EPA, CDPH/DHS, HUD, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with California, EPA, and HUD guidelines. Barr & Clark is currently under contract to perform lead and asbestos-related services for the Los Angeles Housing Department NPP Programs as well as the Handyworker Program.

***City of Costa Mesa – Redevelopment Department, Housing and Community Development***

- Key Staff Participated on Projects: Matt Crochet, Keith Piner and Jeremy Nguyen
- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences, multifamily housing properties, and commercial structures.
- Project Name/Location: Various projects throughout the City of Costa Mesa.
- Contact: Jacqueline Y. Reeves- Rehab Construction Specialist (714) 754-4870  
[Jacquie.reeves@costamesaca.gov](mailto:Jacquie.reeves@costamesaca.gov)
- Address: 77 Fair Drive, Costa Mesa, CA 92628-1200
- Date started/completed: Have completed numerous projects from 1999 to present. Currently under contract for lead-based paint and asbestos consulting services.
- Name of Regulatory Oversight Agencies: HUD, EPA, SCAQMD, CDPH/DHS, CDC, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with California, EPA, and HUD guidelines. Barr & Clark is currently under contract to perform lead-based paint and asbestos related services for the City of Costa Mesa.

***City of Pomona – Community Development Block Grant (CDBG) Division & HOME***

- Key Staff Participated on Projects: Matt Crochet, Keith Piner and Jeremy Nguyen
- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences, multifamily housing properties, and commercial structures.
- Project Name/Location: Various projects throughout the City of Pomona.



- Contact: Roger Rocha - Rehab Construction Specialist (909) 518-2688  
[Roger\\_Rocha@ci.pomona.ca.us](mailto:Roger_Rocha@ci.pomona.ca.us)
- Address: 505 S. Garey Avenue, Pomona, CA 91766
- Date started/completed: Have completed numerous projects from 2013 to present. Currently under contract for lead-based paint and asbestos consulting services.
- Name of Regulatory Oversight Agencies: HUD, EPA, SCAQMD, CDPH/DHS, CDC, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with California, EPA, and HUD guidelines. Barr & Clark is currently under contract to perform lead-based paint and asbestos related services for the City of Pomona.

***City of Norwalk – Housing and Community Development***

- Key Staff Participated on Projects: Matt Crochet, Keith Piner and Jeremy Nguyen
- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences, multifamily housing properties, and commercial structures.
- Project Name/Location: Various projects throughout the City of Norwalk.
- Contact: Jesus Sanchez (562) 929-5954 [jsanchez@ci.norwalk.ca.us](mailto:jsanchez@ci.norwalk.ca.us)
- Address: 12700 Norwalk Blvd., Norwalk, CA 90650
- Date started/completed: Have completed numerous projects from 1999 to present. Currently under contract for lead-based paint and asbestos consulting services.
- Name of Regulatory Oversight Agencies: HUD, EPA, SCAQMD, CDPH/DHS, CDC, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with California, EPA, and HUD guidelines. Barr & Clark is currently under contract to perform lead-based paint and asbestos related services for the City of Norwalk.

***City of Buena Park – Economic Development Department***

- Key Staff Participated on Projects: Matt Crochet, Keith Piner and Jeremy Nguyen
- Type of Projects: Lead Inspections, Asbestos Inspections, Design of Abatement Specifications, Risk Assessments, and Clearance Testing for single family residences and multifamily housing.
- Project Name/Location: Various projects throughout the City of Buena Park.
- Contact: John Sottek - Rehab Construction Specialist (714) 523-2033  
[john@housingprograms.com](mailto:john@housingprograms.com)
- Date started/completed: Have completed numerous projects from 2001 to present. Currently under contract for lead-based paint and asbestos consulting services.
- Name of Regulatory Oversight Agencies: Office of Historic Preservation, EPA, SCAQMD, CDC, CDPH/DHS, HUD, and CAL-OSHA.
- Description: Services include lead inspections, asbestos inspections, risk assessments, abatement specifications, monitoring, and clearance testing. All services comply with California, EPA, and HUD guidelines. Barr & Clark is currently under contract to perform lead-based paint and asbestos related services for the City of Buena Park.



**Additional References:**

Courtney Durham (213) 808-8833  
***City of Los Angeles – Housing Department***  
1200 W. 7<sup>th</sup> Street, 8<sup>th</sup> Floor  
Los Angeles, CA 90017  
[courtney.durham@lacity.org](mailto:courtney.durham@lacity.org)

Roger Kinoshita (949) 263-9163  
***Jamboree Housing Corporation***  
17701 Cowan Ave., Suite 200  
Irvine, CA 92614  
[rkinoshita@jamboreehousing.com](mailto:rkinoshita@jamboreehousing.com)

Melinda Goodbary (310) 323-4663 Ext.216  
***Habitat for Humanity of Greater Los Angeles***  
8739 Artesia Blvd  
Bellflower, CA 90706  
[mgoodbary@habitatla.org](mailto:mgoodbary@habitatla.org)

Dane Andros (213) 247-9593  
***Los Angeles Neighborhood Housing Services***  
3926 Wilshire Boulevard, Suite 200  
Los Angeles, California 90010  
[DAndros@lanhs.org](mailto:DAndros@lanhs.org)

Thomas Borland (213) 615-6401  
***US Bank***  
633 W. Fifth St., 29th Floor  
Los Angeles, CA 90071  
[thomas.borlund@usbank.com](mailto:thomas.borlund@usbank.com)

Mika Takayasu (714) 548-3493  
***City of Westminster – Housing and  
Community Development***  
8200 Westminster Boulevard  
Westminster, CA 92683  
[mtakayasu@westminster-ca.gov](mailto:mtakayasu@westminster-ca.gov)

**Insurance Coverage**

**Liability Insurance Company:** *American Safety Indemnity Company*

**Coverage:** Commercial General Liability, Professional Liability, Automobile Liability  
\$ 2,000,000.00 each occurrence

\$ 2,000,000.00 aggregate

**Expiration Date:** March 9, 2017

\$2,000,000.00 Claims Made Basis

(Copies of insurance binders are located in *Appendix C.*)

**Worker's Compensation:** *State Fund Compensation Insurance*

**Expiration Date:** July 1, 2016

(Copies of insurance binders are located in *Appendix C.*)



### **3. Scope of Work**

All services provided by Barr & Clark will conform to and exceed the requirements as described in the RFP including:

- Conduct interior and exterior painting surface by surface investigations and inspections of all assigned buildings to determine the presence of Lead-Based Paint (LBP) in or on the structures. At a minimum, in each room at least, one representative surface of each painted component will be tested.
- Develop site specific sampling protocols to determine how many samples will be taken, on which surfaces they will be taken and using which sampling and collection procedures;
- Conduct an exterior investigation and inspection of the ground surfaces for all assigned buildings and sites to determine the presence of LBP in the soils;
- Perform and prepare Lead Based Paint “Risk Assessment” to identify LBP hazards on the selected and assigned sites and buildings. The assessment investigation should determine and report the existence, nature, severity and location of the LBP hazards on the site and in the buildings;
- Perform and prepare Lead-Based Paint “Lead-Hazard Screens” to identify lead-based paint hazards;
- Prepare and submit for laboratory analysis LBP; paint chips, dust and soil samples;
- Perform and have performed laboratory analysis of all collected field samples for lead compounds in paint, soil and dust samples;
- Perform X-Ray Fluorescence Testing (XPF) as required by the regulations, unless indicated otherwise by the City of Huntington Park;
- Prepare and submit reports detailing the processes and procedures used, sampling methodologies conducted, laboratory results and findings as required by regulations and/or the City of Huntington Park;
- Prepare abatement project designs, occupant protection plans and work specifications in detail, as required by the City of Huntington Park;
- Provide expert witness services relating to Lead-Based Paint identification and testing.
- Clearance testing shall be conducted in accordance with HUD protocols. At least six to eight dust wipe samples will be collected and in common areas, one sample will be collected for every 2,000 square feet of common area floor. A separate wipe must be used for each sample.

***Combination Lead-Based Paint Inspection and Risk Assessment*** - The inspection will be in compliance with **24 CFR 35.930 (d) (Title X)**, **California DHS Title 17, CCR, Division 1, Chapter 8**, and the relevant chapters of the current version of the **HUD Guidelines**. Paint testing will be performed using **XRF** methodology, which is non-destructive. All laboratory samples (dust and soil) will be analyzed for lead content by LA Testing which is accredited by the National Emission Standards for Hazardous Air Pollutants (NESHAP), National Institute of Occupational Safety and Health (NIOSH), National Institute for Science and Technology (NIST) American Industrial Association (AIHA), California Department of Health Services (DHS) Accreditation (ELAP) and the National Voluntary Accreditation Program (NVLAP). A sample lead-based paint inspection/risk assessment report may be located in **Appendix A**.



**Lead-Based Paint Work Specification** - Prepare abatement project designs, occupant protection plans and work specifications in detail, as required by the City of Huntington Park based on the LBP Inspection conducted by Barr & Clark. The specifications will be in compliance with **24 CFR 35.930 (d) (Title X), California DHS Title 17, CCR, Division 1, Chapter 8**, and the relevant chapters of the current version of the **HUD Guidelines**. A sample work specification may be found in **Appendix B**.

**Lead-Based Paint Clearance Testing** - Conduct a lead-based paint clearance inspection after all abatement is properly completed and issue abatement certification in compliance with 24 CFR 35.930 (d) (**Title X**) and the relevant chapters of the current version of the HUD Guidelines. Typically 6 to 8 laboratory samples are collected per residence.

Scheduling of the inspections will be *immediately* upon receipt of the request from the City of Huntington Park. The **City of Huntington Park's Environmental Inspection Request Form** may be found in **Appendix D**. Additionally, work requests can be filled out online at our website [www.barrandclark.com](http://www.barrandclark.com). The written reports will be available in approximately 3 working days (*usually less!*) from the completion of the field inspection. Verbal XRF results are available immediately upon completion of the field inspection (*if necessary*).

Barr & Clark utilizes state-of-the-art-practices, equipment, and techniques in accordance with all regulatory standards while performing lead-based paint inspections. The method employed for lead-based paint inspections is X-ray fluorescence (XRF) using a Radiation Monitoring Device Lead Paint Analyzer (RMD LPA-1). We currently own **4 XRF's**. It is a *non-destructive, non-evasive* means of testing. Soil and dust samples collected are analyzed for lead content by LA Testing.

Our office utilizes "*state-of-the-art*" equipment in order to process all data, laboratory results, and generate inspection reports. Our new computer system and customized software operate with the latest Microsoft Operating System and Microsoft Office Professional Suite. Other special equipment utilized includes a digital image copier, high speed/capacity fax machine, and an automated mailing system.

**Laboratory Analysis:** Barr & Clark utilizes **LA Testing** which is accredited by the National Emission Standards for Hazardous Air Pollutants (NESHAP), National Institute of Occupational Safety and Health (NIOSH), National Institute for Science and Technology (NIST) American Industrial Association (AIHA), California Department of Health Services (DHS) Accreditation (ELAP) and the National Voluntary Accreditation Program (NVLAP).

**Laboratory Address and Contact Information:**

Laboratory: *LA Testing*  
11652 Knott Street, Unit F5  
Garden Grove, CA 92841  
Phone 714-828-4999 Fax 714-828-4844  
Laboratory Manager – *Michael DeCavallas*  
Dust Wipe Analysis Protocol: *EPA 3050B/7000A*  
Dust Wipe Media: *Lead-Wipes ASTM E1792*  
Accreditation Program Number: *DOSH ELAP No. 1406*

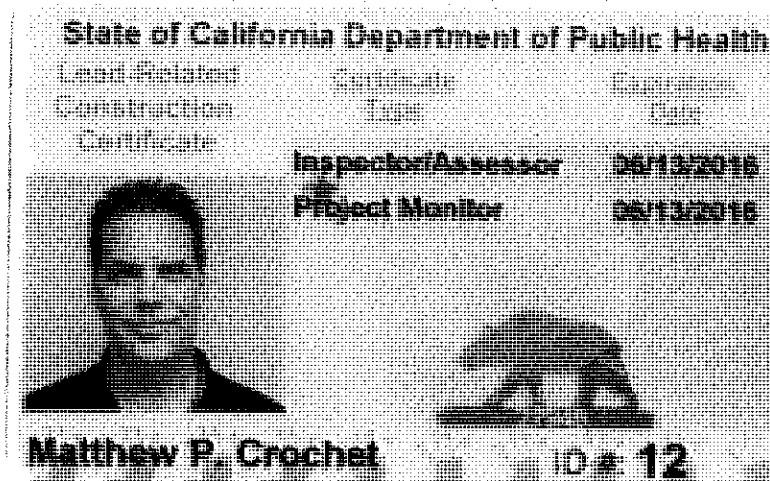


#### **4. Proposed Consultant Team**

##### **Matthew Crochet – President/CEO & Project Manager, Lead & Asbestos Operations**

Twenty four years' experience in lead-based paint and asbestos field inspections, project designs, operations and maintenance plans, abatement monitoring and clearance testing. Range of properties dealt with includes single family residences, multi-family dwellings (apartments), commercial, industrial, and government owned facilities (military bases, post offices, prisons). Mr. Crochet was a member of the National Lead Abatement Council and the California Association of Certified Lead Professionals (Board Member). Additionally, Mr. Crochet is an expert in XRF technology and is the Southern California representative for the PROTEC/RMD LPA-1 XRF. Certifications include:

- *State of California Certified Lead Inspector/Risk Assessor (I 12) – 12<sup>th</sup> in California!*
- *State of California Certified Lead Abatement Project Monitor (M 12) – 12<sup>th</sup> in California!*
- *DOSH Certified Asbestos Consultant (CAC #14-5176)*
- *EPA Renovator Certification R-I-18317-10-1857*
- *Healthy Homes Rating System Certificate of Completion*
- *Current Asbestos Refresher Courses Including: Asbestos Building Inspector, Contractor/Supervisor, Project Designer, & Management Planner*
- *RMD/Protec LPA-1 XRF Training & Radiation Safety Training Certificate*





State of California  
Division of Occupational Safety and Health  
**Certified Asbestos Consultant**

**Matthew P Crochet**

Name



Certification No. **14-5176**

Expires on **03/12/16**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7160 et seq. of the Business and Professions Code.



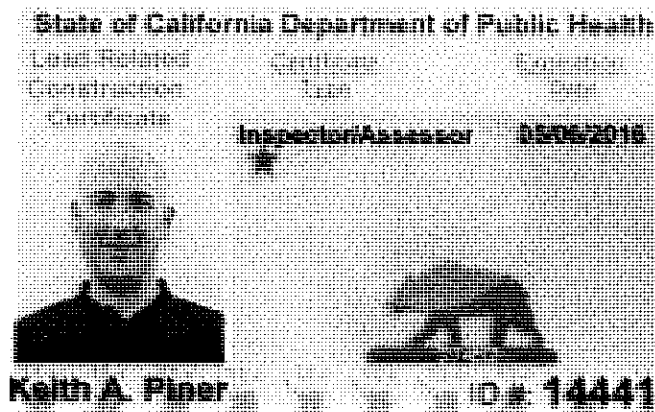




**Keith Piner – Senior Project Director, Lead & Asbestos Operations**

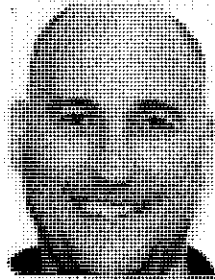
Seventeen years' experience in lead and asbestos-related consulting, field inspections, project monitoring and clearance testing for single family residences, apartment complexes, commercial structures, industrial sites, and school facilities. Certifications include:

- *State of California Certified Lead Inspector/Risk Assessor (I 14441)*
- *DOSH Certified Asbestos Consultant (CAC #01-4021)*
- *RMD LPA-1 Lead Paint Inspection System (XRF) Training & Radiation Safety Training Certificate*
- *Current Asbestos Refresher Courses Including: Asbestos Building Inspector, Contractor/Supervisor, Project Designer, & Management Planner*
- *NIOSH 582 Training (Certificate # 130150LA-04)*





State of California  
Division of Occupational Safety and Health  
**Certified Asbestos Consultant**



**Keith A Piner**

Name

Certification No. **01-4021**

Expires on **11/16/15**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

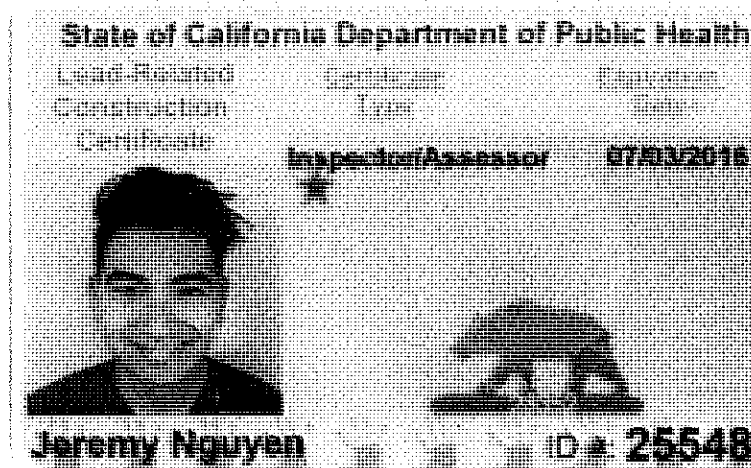




**Jeremy Nguyen – Project Director, Lead Operations**

Eleven years' experience in lead-related consulting, field inspections, project monitoring, and clearance testing for single family residences, apartment complexes, commercial structures, industrial sites, government and school facilities. Certifications include:

- *State of California Certified Lead Inspector/Risk Assessor (I 25548)*
- *State of California Certified Sampling Technician (I 25548)*
- *Dynasil Products (RMD) LPA-I XRF Training & Radiation Safety Training Certificate*





## **5. Proposed Fees**

All of the following items are *not-to-exceed* fee quotes. No additional charges for travel. The date to start work is immediate. All insurance requirements, binders, etc. will be provided.

### **Lead-Based Paint (LBP) Consulting – (Typical written report turnaround time is 3 working days or less.)**

- **Combination Lead-Based Paint Inspection and Risk Assessment (including visual assessment and cost effective treatments)** - The inspection will be in compliance with 24 CFR 35.930 (d) (*Title X*), California Title 17 Regulations, and the relevant chapters of the current version of the HUD Guidelines. Paint testing will be performed using **XRF** methodology. All laboratory samples (*up to 8 dust or soil samples*) will be analyzed for lead content by LA Testing which is accredited by the National Emission Standards for Hazardous Air Pollutants (NESHAP), National Institute of Occupational Safety and Health (NIOSH), National Institute for Science and Technology (NIST) American Industrial Association (AIHA), California Department of Health Services (DHS) Accreditation (ELAP) and the National Voluntary Accreditation Program (NVLAP).

➤ <b>Comprehensive LBP Inspection/RA and Report (Typical SFR)</b>	<b>\$ 345.00</b>
➤ <b>Comprehensive LBP Inspection/RA and Report (Typical Duplex)</b>	<b>\$ 550.00</b>
➤ <b>Comprehensive LBP Inspection/RA and Report (Typical Triplex)</b>	<b>\$ 650.00</b>
➤ <b>Comprehensive LBP Inspection/RA and Report (Typical Fourplex)</b>	<b>\$ 775.00</b>

A sample **Lead-Based Paint Inspection/Risk Assessment Report** may be located in **Appendix A.**

- **Additional Laboratory Samples** (*dust or soil – only if required or requested*) **\$ 12.00/sample**
- **Lead-Based Paint Work Specification** - Prepare abatement project designs, occupant protection plans and work specifications in detail, as required by the City of Huntington Park based on the LBP Inspection conducted by Barr & Clark.

➤ <b>Lead- Based Paint Work Specification (Typical SFR)</b>	<b>\$ 195.00</b>
➤ <b>Lead- Based Paint Work Specification (Typical Duplex)</b>	<b>\$ 235.00</b>
➤ <b>Lead- Based Paint Work Specification (Typical Triplex)</b>	<b>\$ 275.00</b>
➤ <b>Lead- Based Paint Work Specification (Typical Fourplex)</b>	<b>\$ 315.00</b>

A sample **Lead-Based Paint Work Specification** may be located in **Appendix B.**

- **LBP Clearance** – Conduct a lead clearance inspection and issue abatement certification in compliance with 24 CFR 35.930 (d) (*Title X*) and the relevant chapters of the current version of the HUD Guidelines.
  - **LBP Clearance Inspection - Per job site visit** **\$ 150.00**
  - **Laboratory samples for dust wipe or soil** **\$ 12.00 each**



- **Payment** - To maintain this pricing level, we have assumed prompt payment for services. All invoices are payable within 30 days of presentation.

## **6. Budget**

The proposed budget is based on the pricing in the above section. The rates above are “***Not to Exceed***” pricing per unit. Hourly rates typically ***do not apply*** to lead-based paint inspections/clearance testing. The pricing in the above section *includes all services as described* and **does not** require any hourly fees or additional charges.

Barr & Clark is proud of our past accomplishments and we are confident that we can continue to provide the City of Huntington Park with timely and cost efficient services. If you have any questions or require additional information, please contact me at (714) 894-5700 (office) or (310) 760-2112 (cell).

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Crochet', with a long horizontal flourish extending to the right.

Matt Crochet  
President



**BARR & CLARK**

Independent Environmental Testing  
Asbestos • Lead • Mold • Phase I

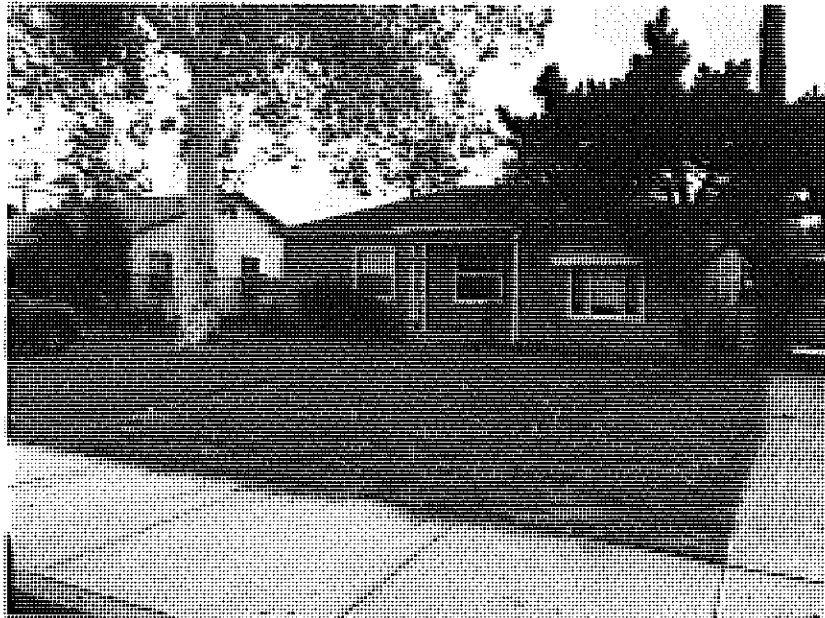
**\*\*\*PROPRIETARY SAMPLE\*\*\***  
**LEAD-BASED PAINT INSPECTION/RISK**  
**ASSESSMENT REPORT**

OF

RIVERA RESIDENCE  
1487 S. MOUNTAIN VIEW  
POMONA, CA

PROJECT NO. 3006775

OCTOBER 20, 2015



Prepared For:  
City of Pomona  
505 S. Garey Avenue  
Pomona, CA 91766

Inspected & Prepared By:

*Keith Piner*

Keith Piner  
State of California Certified  
Lead Inspector / Risk Assessor

Reviewed By:

*Matt Crochet*

Matt Crochet  
State of California Certified  
Lead Inspector / Risk Assessor



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## **LEAD-BASED PAINT INSPECTION/RISK ASSESSMENT REPORT**

### **1.0 EXECUTIVE SUMMARY**

This report presents the results of Barr & Clark's Lead-Based Paint (LBP) Inspection/Risk Assessment of the Rivera Residence located at 1487 S. Mountain View, Pomona, California (Subject Property). This document is prepared for the sole use of the City of Pomona, and any regulatory agencies that are directly involved in this project. No other party should rely on the information contained herein without prior written consent of the City of Pomona.

As a result of the Lead-Based Paint (LBP) Inspection/Risk Assessment conducted on October 16, 2015, lead-based paint/lead hazards were present at the subject property on the date of this assessment. The analytical results from this assessment, the scope of services, inspection methodology, and results are presented below.

### **2.0 IDENTIFIED LEAD HAZARDS & SUMMARY OF RESULTS**

**Paint Sampling:** Throughout the subject property, several of the painted components indicated the presence of lead-based paint (LBP) at or above the respective action level. The following summary lists the specific components that tested above the action level and their respective locations:

#### **Interior**

- Living Room – window sills (originally window wells)
- Bedroom 1 – window sill (originally window well)
- Bedroom 2 – window sills (originally window wells)
- Bedroom 3 – window sills (originally window wells)
- Bathroom – window sill (originally window well)
- Bathroom – window sill (originally window well)
- Dining Room – window sill (originally window well)
- Laundry Room – window sill (originally window well)
- Some of the tiled surfaces in the bathroom also tested positive for lead. These surfaces were not painted and the lead is most likely in the glazing or the matrix of the tile itself.

#### **Exterior of House**

- Door components
- Eaves, rafters and fascia
- Columns and beams at porch

#### **Exterior of Garage**

- Door frame
- Window components
- Eaves, rafters and fascia
- Garage door frame



***Sampling for this inspection/risk assessment was representative and any components that were not tested but similar to those components that tested positive for LBP should be considered and treated as lead laden.***

The field data and results for paint sampling may be found in **Appendices A - B**.

**Dust / Soil Sampling:** Some of the tested items indicated a level of lead above the specified regulatory limit. A copy of the laboratory manifest and results may be found in **Appendix E**.

Sample #	Type	Location	Test Results ( $\mu\text{g}/\text{ft}^2$ )
DS1	Dust Wipe	Living Room – Window Sill	32
DS2	Dust Wipe	Living Room – Floor	31
DS3	Dust Wipe	Bedroom 1 – Window Sill	120
DS4	Dust Wipe	Bedroom 2 – Window Sill	18
DS5	Dust Wipe	Bedroom 3 – Window Sill	27
DS6	Dust Wipe	Bathroom – Window Sill	20
DS7	Dust Wipe	Kitchen – Window Sill	120
DS8	Dust Wipe	Laundry Room - Floor	44
DS9	Dust Wipe	Blank	<10
SS1	Soil (composite)	Perimeter	110

**Laboratory Information:**

Laboratory: *LA Testing*

*11652 Knott Street, Unit F5, Garden Grove, CA 92841*

Dust Wipe Analysis Protocol: *EPA 3050B/7000A*

Dust Wipe Media: *Lead-Wipes ASTM E1792*

Accreditation Program Number: *DOSH ELAP No. 1406*

**3.0 IDENTIFYING INFORMATION & PURPOSE OF INSPECTION/RISK ASSESMENT**

The purpose of this inspection/risk assessment is to identify and assess the presence of Lead Hazards and Lead-Based Paint (LBP) present at the subject property as well as to identify the presence of deteriorated LBP and LBP that may be disturbed during planned renovations.

On October 16, 2015, Barr & Clark performed an inspection/risk assessment for lead-based paint at the subject property in Pomona, California. As part of the assessment, a visual survey of the property was conducted, dust wipe sampling was performed on a limited number of interior surfaces, and composite soil samples were collected. In addition, painted and varnished surfaces in every accessible “room equivalent” were sampled via x-ray fluorescence (XRF) for the presence of LBP. The intent was to ascertain the presence of lead-based paint above the federal action level. If LBP was found, the inspection would identify individual architectural components and their respective concentrations of lead in such a manner that this report would be used to characterize the presence of LBP at this property.

This inspection/risk assessment will help determine if the unit is eligible for **U.S. Department of Housing and Urban Development (HUD)**-funded renovation activities. The inspection/risk assessment is required for federally assisted renovation.

Keith Piner of Barr & Clark performed the inspection/risk assessment at the site using an RMD LPA-1 XRF spectrum analyzer instrument. He has attended the radiation safety course for handling the instrument, and completed an EPA approved curriculum in Lead in Construction Inspector / Risk Assessor Training.

At the time of this report, the California Department of Health Services, Childhood Lead Poisoning Branch, has implemented a State Certification Model Accreditation Plan adopted from the EPA. Keith Piner has received certification. Personnel certificate(s) have been provided in **Appendix B**.

#### **4.0 ONGOING MONITORING**

Ongoing monitoring is necessary in all dwellings in which LBP is known or presumed to be present. At these dwellings, the very real potential exists for LBP hazards to develop. Hazards can develop by means such as, but not limited to: the failure of lead hazard control measures; previously intact LBP becoming deteriorated; dangerous levels of lead-in-dust (dust lead) re-accumulating through friction, impact, and deterioration of paint; or, through the introduction of contaminated exterior dust and soil into the interior of the structure. Ongoing monitoring typically includes two different activities: re-evaluation and annual visual assessments. A re-evaluation is a risk assessment that includes limited soil and dust sampling and a visual evaluation of paint films and any existing lead hazard controls. Re-evaluations are supplemented with visual assessments by the Client, which should be conducted at least once a year, when the Client or its management agent (if the housing is rented in the future) receives complaints from residents about deteriorated paint or other potential lead hazards, when the residence (or if, in the future, the house will have more than one dwelling unit, any unit that turns over or becomes vacant), or when significant damage occurs that could affect the integrity of hazard control treatments (e.g., flooding, vandalism, fire). The visual assessment should cover the dwelling unit (if, in the future, the housing will have more than one dwelling unit, each unit and each common area used by residents), exterior painted surfaces, and ground cover (if control of soil-lead hazards is required or recommended). Visual assessments should confirm that all Paint with known or suspected LBP is not deteriorating, that lead hazard control methods have not failed, and that structural problems do not threaten the integrity of any remaining known, presumed or suspected LBP.

The visual assessments do not replace the need for professional re-evaluations by a certified risk assessor. The re-evaluation should include:

1. A review of prior reports to determine where lead-based paint and lead-based paint hazards have been found, what controls were done, and when these findings and controls happened;
2. A visual assessment to identify deteriorated paint, failures of previous hazard controls, visible dust and debris, and bare soil;
3. Environmental testing for lead in dust, newly deteriorated paint, and newly bare soil; and
4. A report describing the findings of the reevaluation, including the location of any lead-based paint hazards, the location of any failures of previous hazard controls, and, as needed, acceptable



options for the control of hazards, the repair of previous controls, and modification of monitoring and maintenance practices.

## **5.0 DISCLOSURE REGULATIONS & TITLE X REQUIREMENTS**

A copy of this complete report must be provided to new lessees (tenants) and purchasers of this property under Federal law (Section 1018 of Title X - 24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency entitled ***"Protect Your Family From Lead in Your Home"*** and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards. This report should be maintained and updated as a permanent maintenance record for this property.

## **6.0 FUTURE REMODELING PRECAUTIONS**

It should be noted that during this Assessment, a number of areas were tested for the presence of LBP. All LBP, dust, and soil hazards that were identified are addressed in this report. Additional dust and/or soil sample collection and analysis should follow any hazard control activity, repair, remodeling, or renovation effort, and any other work efforts that may in any way disturb LBP and/or any lead containing materials. These Assessment activities will help the Client and owner to ensure the health and safety of the occupants and the neighborhood. Details concerning lead-safe work techniques and approved hazard control methods can be found in the HUD publication entitled: ***"Guidelines for the Evaluation and Control of LBP Hazards in Housing"*** ([www.hud.gov/offices/lead](http://www.hud.gov/offices/lead)). Remodeling, repair, renovation and painting at the residence beyond the scale of minor repair and maintenance activities must be conducted in accordance with the EPA's Lead Repair, Renovation, and Painting Rule (within 40 CFR part 745); see the EPA's website on the RRP Rule at <http://www.epa.gov/lead/pubs/renovation.htm> for the scope and requirements of that Rule. Lead-based paint abatement or lead-based paint hazard abatement at the residence must be conducted in accordance with the EPA's Lead Abatement Rule (also within 40 CFR 745); see the EPA's website for Lead Abatement Professionals at <http://www.epa.gov/lead/pubs/traincert.htm>.

## **7.0 CONDITIONS & INSPECTION LIMITATIONS**

This inspection/risk assessment was planned, developed, and implemented based on Barr & Clark's previous experience in performing lead-based paint inspections/risk assessments. This inspection was patterned after ***Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Revision)***. Barr & Clark utilized state-of-the-art-practices and techniques in accordance with regulatory standards while performing this inspection/risk assessment. Barr & Clark's evaluation of the relative risk of exposure to lead identified during this inspection/risk assessment is based on conditions observed at the time of the inspection. Barr & Clark cannot be responsible for changing conditions that may alter the relative exposure risk or for future changes in accepted methodology.

Barr & Clark cannot guarantee and does not warrant that this inspection/risk assessment has identified all adverse environmental factors and/or conditions affecting the subject property on the date of the assessment. Barr & Clark cannot and will not warrant that the inspection/risk assessment that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards, including EPA's Renovation, Repair and Painting regulation.

The results reported and conclusions reached by Barr & Clark are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the assessment, will be valid only as of the date of the assessment. Barr & Clark assumes no obligation to advise the client of any changes in any real or potential lead hazards at this residence that may or may not be later brought to our attention.

## **8.0 SITE INFORMATION**

The subject property is a single family residence that was built circa 1948. It is a one-story building that is constructed over a raised foundation. The exterior walls are covered with stucco and the windows are a combination of casement and vinyl types. The home consists of three bedrooms, one bathroom and a detached garage. At the time of this inspection/risk assessment, most of the painted surfaces were in fair condition.

## **9.0 LEAD HAZARD CONTROL OPTIONS & RECOMMENDATIONS**

Lead-safe work practices and worker/occupant protection practices complying with current EPA, HUD and OSHA standards will be necessary to safely complete all work involving the disturbance of LBP coated surfaces and components. In addition, any work considered lead hazard control will enlist the use of interim control (temporary) methods and/or abatement (permanent) methods. It should be noted that all lead hazard control activities have the potential of creating additional hazards or hazards that were not present before.

Details for the listed lead hazard control options and issues surrounding occupant/worker protection practices can be found in the publication entitled: *Guidelines for the Evaluation and Control of LBP Hazards in Housing* published by HUD, the Environmental Protection Agency (EPA) lead-based paint regulations, and the Occupational Safety and Health Administration (OSHA) regulations found in its Lead in Construction Industry Standard.

Cost estimates should be obtained from a certified LBP abatement contractor or a contractor trained in lead-safe work practices. Properly trained and/or licensed persons, as well as properly licensed firms (as mandated) should accomplish all abatement/interim control activities conducted at this property.

**Interim controls**, as defined by HUD, means a set of measures designed to temporarily reduce human exposure to LBP hazards and/or lead containing materials. These activities include, but are not limited to: component and/or substrate repairs; paint and varnish repairs; the removal of dust-lead hazards; maintenance; temporary containment; placement of seed, sod or other forms of vegetation over bare soil areas; the placement of at least 6 inches of an appropriate mulch material over an impervious material,



laid on top of bare soil areas; the tilling of bare soil areas; extensive and specialized cleaning; and, ongoing LBP maintenance activities.

**Abatement**, as defined by HUD, means any set of measures designed to permanently eliminate LBP and/or LBP hazards. The product manufacturer and/or contractor must warrant abatement methods to last a minimum of twenty (20) years, or these methods must have a design life of at least twenty (20) years. These activities include, but are not necessarily limited to: the removal of LBP from substrates and components; the replacement of components or fixtures with lead containing materials and/or lead containing paint; the permanent enclosure of LBP with construction materials; the encapsulation of LBP with approved products; the removal or permanent covering (concrete or asphalt) of soil-lead hazards; and, extensive and specialized cleaning activities. (EPA's definition is substantively the same.)

The greatest potential for lead exposure from lead painted architectural components occurs when:

- the paint has become defective; or
- when the paint is applied to a friction / impact component where the paint is continually disturbed; or
- when the paint is disturbed through routine maintenance or renovation activities.

With this in mind, the following are our recommendations for this property:

- The results from this inspection should be provided to any individuals that may disturb the painted surfaces. It is encouraged to utilize certified professionals that have experience working with LBP if the work is performed by someone other than the homeowner.
- If renovation is scheduled in the near future (less than three months), all lead painted components that have been previously targeted for replacement should be replaced utilizing "lead safe" containment and work practices.
- ALL components that have been identified with defective lead paint should have the paint repaired as soon as possible. Any paint repair should be done utilizing "lead safe" containment, work practices, and clean-up techniques.
- All components with lead painted friction / impact surfaces should be treated to minimize the friction or impact as necessary.
- Lead painted components that **have not** been targeted for replacement should either be considered for abatement (replacement, enclosure, encapsulation, etc.) or included in an Operations & Management (O & M) Plan that will help to minimize exposures to lead hazards.
- All lead painted surfaces that are not expected to be impacted in the near future (less than three months) should also be included the O & M plan.
- In addition, the tenants or occupants of the dwelling should be notified of the test results and instructed in actions that they may perform to keep the living areas "lead safe."
- The tile surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed, or the surfaces disturbed, it should be done in a manner that does not break the tiles. If this is not feasible, this task should be assigned to a lead certified contractor.
- Because the dust wipe sampling indicated a level of lead **above** the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned (*HEPA / TSP Equivalent / HEPA*).



## 10.0 TESTING PROTOCOL

**XRF Testing:** Testing of the painted surfaces was patterned after the inspection protocol in Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing<sup>1</sup> (2012 Revision). In every “room equivalent” within the tested property, one representative surface of each “testing combination” was tested. Multiple readings were collected to resolve inconsistencies in the test results.

**Regulatory Compliance:** Several public (government) agencies have a published “regulatory action level” to classify LBP. To further complicate matters, some of the established “levels” are quantified in different units of measurement. Listed below are the current regulatory agencies that have defined LBP, along with the respective action level:

<u>Agency</u>	<u>Ordinance #</u>	<u>Action level (mg / cm<sup>2</sup>)</u>	<u>Action level (ppm<sup>2</sup>)</u>
HUD / EPA	24 CFR 35.86 & 40 CFR 745.103	1.0 mg / cm <sup>2</sup>	5,000 ppm
L.A. County	Title 11, 11.28.010	0.7 mg / cm <sup>2</sup>	600 ppm <sup>3</sup>
OSHA / CAL OSHA	29 CFR 1926.62 & Title 8, 1532.1	Not Specified	600 ppm <sup>4</sup>

HUD / EPA have recently issued the following guidance regarding units of measurement for paint samples:

“Report lead paint amounts in mg/cm<sup>2</sup> because this unit of measurement does not depend on the number of layers of non-lead-based paint and can usually be obtained without damaging the painted surface. All measurements of lead in paint should be in mg/cm<sup>2</sup>, unless the surface area cannot be measured or if all paint cannot be removed from the measured surface area. In such cases, concentrations may be reported in weight percent (%) or parts per million by weight (ppm).”<sup>5</sup>

Furthermore, EPA has previously issued guidance on lead content classification as follows:

“... The rule, at 24 CFR 35.86 and 40 CFR 745.103 states that a lead-based paint free finding must demonstrate that the building is free of ‘paint or other surface coatings that contain lead in excess of 1.0 milligrams per square centimeter (1.0 mg / cm<sup>2</sup>) or 0.5 percent by weight (5000 ppm).’ The State standards are not applicable, whether more or less stringent, since a State cannot amend Federal requirements.”<sup>6</sup>

In recognition of the various action levels the testing results are classified as follows for this report:

- Painted surfaces with readings at or above 0.7 mg / cm<sup>2</sup> are considered - Positive
- Painted surfaces with readings at or below 0.6 mg / cm<sup>2</sup> are considered - Negative

***The individual readings have been provided on all field data sheets. Any future change in action levels by one of the regulating agencies may affect the classification of results.***

**Dust Wipe Sampling:** The California Department of Public Health/HUD action level for lead dust is 40 µg/ft<sup>2</sup> for floors, 250 µg / ft<sup>2</sup> for window sills, 400 µg / ft<sup>2</sup> for window wells, and 400 µg / ft<sup>2</sup> for exterior surfaces.

<sup>1</sup> 2012 Revision

<sup>2</sup> Parts per million

<sup>3</sup> Applies to sale and application of LBP.

<sup>4</sup> Applies to construction related activities

<sup>5</sup> Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Revision).

<sup>6</sup> Office of Pollution Prevention and Toxics, (August 20, 1996)



**Soil Sampling:** The California Department of Public Health /HUD action level for lead in soil is 400 parts per million (ppm) for bare soil and 1000 ppm for soil covered with vegetation (ground cover, grass, etc.).

## **11.0 METHOD OF TESTING**

**Paint Testing:** The method employed was X-ray fluorescence (XRF) using a Radiation Monitoring Device Lead Paint Analyzer (RMD LPA-1). The instrument was operated in "Quick Mode," where the duration for each test result is determined by a combination of:

- the actual reading relative to the designated action level;
- the age of the radioactive source; and
- the substrate on which the test was taken.

The instrument's calibration was verified according to the manufacturer's specifications in compliance with the Performance Characteristic Sheet (PCS) developed for this instrument. A copy of the PCS for this instrument may be found in *Appendix C*.

The readings from this instrument produce a 95% confidence level that the "lead" reading accurately reflects the actual level of lead in the tested surfaces, relative to the federal action level.

**Laboratory Sample Analysis:** Soil and dust samples were collected from this property and analyzed for lead content by an independent environmental laboratory which is accredited by the American Industrial Association (AIHA), the National Institute for Standards and Technology (NVLAP) and the California Department of Health Services (ELAP). The samples were analyzed as follows:

- **Dust Wipe Sampling** - The method of analysis was Flame Atomic Absorption Spectroscopy (EPA 3050B/7000A, Flame AA) performed on samples collected from measured areas.
- **Soil Sampling** - The method of analysis was Flame Atomic Absorption Spectroscopy (EPA 3050B/7000A, Flame AA) performed on samples collected from the top ½" of bare soil areas (drip line, etc.).

# APPENDIX

## A

*XRF FIELD DATA*



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## SUMMARY OF INTERIOR

**Project Name:**Rivera Residence

**Project Number:**3006775

**Address:**1487 S. Mountain View

Pomona CA, 91766

Component	Number Tested	Number Positive	Percent Positive	Number Negative	Percent Negative
Metal Heater Vent	2	0		2	100.00%
Plaster Ceiling	9	0		9	100.00%
Plaster Wall	36	0		36	100.00%
Tile Counter Top	1	0		1	100.00%
Tile Wall	2	1	50.00%	1	50.00%
Wood Attic Access	1	0		1	100.00%
Wood Baseboard	9	0		9	100.00%
Wood Cabinet Door	5	0		5	100.00%
Wood Cabinet Frame	5	0		5	100.00%
Wood Cabinet Shelf	5	0		5	100.00%
Wood Closet Door	3	0		3	100.00%
Wood Closet Door Frame	3	0		3	100.00%
Wood Closet Shelf	3	0		3	100.00%
Wood Closet Shelf Support	3	0		3	100.00%
Wood Door	6	0		6	100.00%
Wood Door Frame	9	0		9	100.00%
Wood Floor	3	0		3	100.00%
Wood Frame	1	0		1	100.00%
Wood Ironing Bd Case	1	0		1	100.00%
Wood Ironing Bd Door	1	0		1	100.00%
Wood Threshold	1	0		1	100.00%
Wood Window Frame	11	0		11	100.00%
Wood Window Sill	22	10	45.45%	12	54.55%
<b>Totals:</b>	<b>142</b>	<b>11</b>		<b>131</b>	

Testing done in compliance with current L.A. County DHS guidelines for XRF.

## SUMMARY OF EXTERIOR

**Project Name:**Rivera Residence

**Project Number:**3006775

**Address:**1487 S. Mountain View  
Pomona CA, 91766

Component	Number Tested	Number Positive	Percent Positive	Number Negative	Percent Negative
Concrete Deck	2	0		2	100.00%
Concrete Floor	1	0		1	100.00%
Concrete Riser	2	0		2	100.00%
Concrete Tread	2	0		2	100.00%
Metal Awning	2	0		2	100.00%
Metal Beam	1	0		1	100.00%
Metal Ceiling	1	0		1	100.00%
Metal Column	1	0		1	100.00%
Metal Garage Door	1	0		1	100.00%
Metal Gutter	1	0		1	100.00%
Metal Security Door	2	0		2	100.00%
Stucco Wall	12	0		12	100.00%
Vinyl Window Frame	6	0		6	100.00%
Wood Access Panel	1	0		1	100.00%
Wood Beam	1	1	100.00%	0	
Wood Bench	1	0		1	100.00%
Wood Ceiling	1	0		1	100.00%
Wood Column	1	1	100.00%	0	
Wood Door	3	1	33.33%	2	66.67%
Wood Door Frame	3	3	100.00%	0	
Wood Eaves	8	8	100.00%	0	
Wood Fascia	8	3	37.50%	5	62.50%
Wood Garage Door Frame	1	1	100.00%	0	
Wood Rafters	8	8	100.00%	0	
Wood Threshold	2	1	50.00%	1	50.00%
Wood Window Frame	2	2	100.00%	0	
Wood Window Sash	2	2	100.00%	0	
Wood Window Well	2	2	100.00%	0	
<b>Totals:</b>	<b>78</b>	<b>33</b>		<b>45</b>	

Testing done in compliance with current L.A. County DHS guidelines for XRF.

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## SUMMARY OF COMMON

**Project Name:**Rivera Residence

**Project Number:**3006775

**Address:**1487 S. Mountain View  
Pomona CA, 91766

Component	Number Tested	Number Positive	Percent Positive	Number Negative	Percent Negative
Wood 0.0 mg/cm2 Standard	6	0		6	100.00%
Wood 1.0 mg/cm2 Standard	6	6	100.00%	0	
Totals:	12	6		6	

Testing done in compliance with current L.A. County DHS guidelines for XRF.

**LEAD  
CONTAINING  
COMPONENTS  
LIST**

# Interior Lead Containing Components List

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Side	Testing Combination	Room Equivalent	Lead	Results	Condition	Comments
12	A	Wood Window Sill	Interior Living Room	0.7	POSITIVE	Intact	Vinyl- Originally Window Well
15	D	Wood Window Sill	Interior Living Room	0.7	POSITIVE	Intact	Vinyl- Originally Window Well
40	A	Wood Window Sill	Interior Bedroom 1	1.7	POSITIVE	Intact	Vinyl- Originally Window Well
55	A	Wood Window Sill	Interior Bedroom 2	2.1	POSITIVE	Intact	Vinyl- Originally Window Well
58	B	Wood Window Sill	Interior Bedroom 2	1.9	POSITIVE	Intact	Vinyl- Originally Window Well
73	B	Wood Window Sill	Interior Bedroom 3	1.6	POSITIVE	Intact	Vinyl- Originally Window Well
76	C	Wood Window Sill	Interior Bedroom 3	2.0	POSITIVE	Intact	Vinyl- Originally Window Well
92	C	Wood Window Sill	Interior Bathroom	1.5	POSITIVE	Intact	Vinyl- Originally Window Well
108		Tile Wall	Interior Bathroom	4.2	POSITIVE	Intact	Shower
110	D	Wood Window Sill	Interior Dining Room	1.5	POSITIVE	Intact	Vinyl- Originally Window Well
141	B	Wood Window Sill	Interior Laundry Room	2.8	POSITIVE	Intact	Vinyl- Originally Window Well

L.A. County DHS action level for lead paint is 0.7 mg/cm<sup>2</sup>.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm<sup>2</sup>.

## Exterior Lead Containing Components List

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Side	Testing Combination	Room Equivalent	Lead	Results	Condition	Comments
8	B	Wood Door Frame	Exterior Living Room	1.2	POSITIVE	DETERIORATED	
134	C	Wood Door	Exterior Laundry Room	3.5	POSITIVE	DETERIORATED	
135	C	Wood Door Frame	Exterior Laundry Room	2.1	POSITIVE	DETERIORATED	
136	C	Wood Threshold	Exterior Laundry Room	1.3	POSITIVE	Intact	
160	A	Wood Eaves	Perimeter Exterior East Side	2.9	POSITIVE	DETERIORATED	
161	A	Wood Rafter	Perimeter Exterior East Side	4.1	POSITIVE	DETERIORATED	
162	A	Wood Fascia	Perimeter Exterior East Side	4.3	POSITIVE	Intact	
163	A	Wood Column	Perimeter Exterior East Side	1.3	POSITIVE	DETERIORATED	Porch
164	A	Wood Beam	Perimeter Exterior East Side	1.9	POSITIVE	Intact	Porch
173	B	Wood Eaves	Perimeter Exterior South Side	3.5	POSITIVE	DETERIORATED	
174	B	Wood Rafter	Perimeter Exterior South Side	2.6	POSITIVE	DETERIORATED	
182	C	Wood Eaves	Perimeter Exterior West Side	2.4	POSITIVE	DETERIORATED	
183	C	Wood Rafter	Perimeter Exterior West Side	1.9	POSITIVE	DETERIORATED	
197	D	Wood Eaves	Perimeter Exterior North Side	1.8	POSITIVE	DETERIORATED	
198	D	Wood Rafter	Perimeter Exterior North Side	3.1	POSITIVE	DETERIORATED	
199	D	Wood Fascia	Perimeter Exterior North Side	1.7	POSITIVE	DETERIORATED	
201	D	Wood Door Frame	Perimeter Exterior Garage	1.7	POSITIVE	DETERIORATED	
202	C	Wood Window Well	Perimeter Exterior Garage	9.9	POSITIVE	Intact	Casement
203	C	Wood Window Sash	Perimeter Exterior Garage	6.1	POSITIVE	Intact	Casement
204	C	Wood Window Frame	Perimeter Exterior Garage	2.7	POSITIVE	Intact	Casement
205	D	Wood Window Well	Perimeter Exterior Garage	9.9	POSITIVE	DETERIORATED	Casement
206	D	Wood Window Sash	Perimeter Exterior Garage	5.7	POSITIVE	DETERIORATED	Casement
207	D	Wood Window Frame	Perimeter Exterior Garage	8.2	POSITIVE	DETERIORATED	Casement
212	A	Wood Eaves	Perimeter Exterior Garage	3.4	POSITIVE	DETERIORATED	
213	A	Wood Rafter	Perimeter Exterior Garage	3.1	POSITIVE	Intact	
214	A	Wood Fascia	Perimeter Exterior Garage	0.9	POSITIVE	DETERIORATED	
215	B	Wood Eaves	Perimeter Exterior Garage	4.4	POSITIVE	DETERIORATED	
216	B	Wood Rafter	Perimeter Exterior Garage	5.2	POSITIVE	DETERIORATED	
218	C	Wood Eaves	Perimeter Exterior Garage	1.6	POSITIVE	DETERIORATED	

L.A. County DHS action level for lead paint is 0.7 mg/cm<sup>2</sup>.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm<sup>2</sup>.

## Exterior Lead Containing Components List

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Side	Testing Combination	Room Equivalent	Lead	Results	Condition	Comments
219	C	Wood Rafters	Perimeter Exterior Garage	2.4	POSITIVE	DETERIORATED	
221	D	Wood Eaves	Perimeter Exterior Garage	1.3	POSITIVE	Intact	
222	D	Wood Rafters	Perimeter Exterior Garage	2.0	POSITIVE	Intact	
225	A	Wood Garage Door Frame	Perimeter Exterior Garage	1.8	POSITIVE	DETERIORATED	

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

## Common Lead Containing Components List

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Side	Testing Combination	Room Equivalent		Lead	Results	Condition	Comments
4		Wood 1.0 mg/cm <sup>2</sup> Standard	Calibration	Common	Start of Job	1.0	POSITIVE	Intact
5		Wood 1.0 mg/cm <sup>2</sup> Standard	Calibration	Common	Start of Job	1.0	POSITIVE	Intact
6		Wood 1.0 mg/cm <sup>2</sup> Standard	Calibration	Common	Start of Job	1.1	POSITIVE	Intact
230		Wood 1.0 mg/cm <sup>2</sup> Standard	Calibration	Common	End of Job	0.9	POSITIVE	Intact
231		Wood 1.0 mg/cm <sup>2</sup> Standard	Calibration	Common	End of Job	1.0	POSITIVE	Intact
232		Wood 1.0 mg/cm <sup>2</sup> Standard	Calibration	Common	End of Job	1.0	POSITIVE	Intact

L.A. County DHS action level for lead paint is 0.7 mg/cm<sup>2</sup>.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm<sup>2</sup>.



# **FIELD DATA**

# FIELD DATA REPORT

Project Name: Rivera Residence  
Address: 1487 S. Mountain View  
Pomona, CA 91766

Project Number: 3006775  
Protocol: LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
1	Calibration	Common Start of Job		0.0 mg/cm2 Standard	Wood	Intact	0.0	Negative	
2	Calibration	Common Start of Job		0.0 mg/cm2 Standard	Wood	Intact	0.1	Negative	
3	Calibration	Common Start of Job		0.0 mg/cm2 Standard	Wood	Intact	0.1	Negative	
4	Calibration	Common Start of Job		1.0 mg/cm2 Standard	Wood	Intact	1.0	POSITIVE	
5	Calibration	Common Start of Job		1.0 mg/cm2 Standard	Wood	Intact	1.0	POSITIVE	
6	Calibration	Common Start of Job		1.0 mg/cm2 Standard	Wood	Intact	1.1	POSITIVE	
7	Exterior Living Room	B Door			Wood	DETERIORATED	0.1	Negative	
8	Exterior Living Room	B Door Frame			Wood	DETERIORATED	1.2	POSITIVE	
9	Exterior Living Room	B Threshold			Wood	Intact	0.0	Negative	
10	Interior Living Room	B Door			Wood	Intact	0.0	Negative	
11	Interior Living Room	B Door Frame			Wood	Intact	0.3	Negative	
12	Interior Living Room	A Window Sill			Wood	Intact	0.7	POSITIVE	Vinyl- Originally Window Well
13	Interior Living Room	A Window Sill			Wood	Intact	0.2	Negative	Vinyl
14	Interior Living Room	A Window Frame			Wood	Intact	0.2	Negative	Vinyl
15	Interior Living Room	D Window Sill			Wood	Intact	0.7	POSITIVE	Vinyl- Originally Window Well
16	Interior Living Room	D Window Sill			Wood	Intact	0.1	Negative	Vinyl
17	Interior Living Room	D Window Frame			Wood	Intact	0.2	Negative	Vinyl
18	Interior Living Room	A Wall			Plaster	Intact	0.0	Negative	
19	Interior Living Room	B Wall			Plaster	Intact	0.1	Negative	
20	Interior Living Room	C Wall			Plaster	Intact	0.1	Negative	
21	Interior Living Room	D Wall			Plaster	Intact	0.0	Negative	
22	Interior Living Room	Baseboard			Wood	Intact	0.3	Negative	
23	Interior Living Room	Heater Vent			Metal	Intact	0.0	Negative	
24	Interior Living Room	Ceiling			Plaster	Intact	0.2	Negative	
25	Interior Living Room	Floor			Wood	Intact	0.0	Negative	
26	Interior Hall	A Cabinet Frame			Wood	Intact	0.1	Negative	
27	Interior Hall	A Cabinet Door			Wood	Intact	0.2	Negative	
28	Interior Hall	A Cabinet Shelf			Wood	Intact	0.1	Negative	
29	Interior Hall	A Wall			Plaster	Intact	0.0	Negative	

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

# FIELD DATA REPORT

Project Name: Rivera Residence  
Address: 1487 S. Mountain View  
Pomona, CA 91766

Project Number: 3006775  
Protocol: LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
30		Interior Hall	B	Wall	Plaster	Intact	0.2	Negative	
31		Interior Hall	C	Wall	Plaster	Intact	0.1	Negative	
32		Interior Hall	D	Wall	Plaster	Intact	0.1	Negative	
33		Interior Hall		Baseboard	Wood	Intact	0.0	Negative	
34		Interior Hall		Heater Vent	Metal	Intact	0.1	Negative	
35		Interior Hall		Ceiling	Plaster	Intact	0.1	Negative	
36		Interior Hall		Floor	Wood	Intact	0.0	Negative	
37		Interior Hall		Attic Access	Wood	Intact	0.2	Negative	
38		Interior Bedroom 1	C	Door	Wood	Intact	0.2	Negative	
39		Interior Bedroom 1	C	Door Frame	Wood	Intact	0.3	Negative	
40		Interior Bedroom 1	A	Window Sill	Wood	Intact	1.7	POSITIVE	Vinyl- Originally Window Well
41		Interior Bedroom 1	A	Window Sill	Wood	Intact	0.0	Negative	Vinyl
42		Interior Bedroom 1	A	Window Frame	Wood	Intact	0.1	Negative	Vinyl
43		Interior Bedroom 1	C	Closet Door	Wood	Intact	0.1	Negative	
44		Interior Bedroom 1	C	Closet Door Frame	Wood	Intact	0.0	Negative	
45		Interior Bedroom 1	C	Closet Shelf	Wood	Intact	0.0	Negative	
46		Interior Bedroom 1	C	Closet Shelf Support	Wood	Intact	0.3	Negative	
47		Interior Bedroom 1	A	Wall	Plaster	Intact	0.2	Negative	
48		Interior Bedroom 1	B	Wall	Plaster	Intact	0.0	Negative	
49		Interior Bedroom 1	C	Wall	Plaster	Intact	0.0	Negative	
50		Interior Bedroom 1	D	Wall	Plaster	Intact	0.1	Negative	
51		Interior Bedroom 1		Baseboard	Wood	Intact	0.2	Negative	
52		Interior Bedroom 1		Ceiling	Plaster	Intact	0.0	Negative	
53		Interior Bedroom 2	C	Door	Wood	Intact	0.1	Negative	
54		Interior Bedroom 2	C	Door Frame	Wood	Intact	0.1	Negative	
55		Interior Bedroom 2	A	Window Sill	Wood	Intact	2.1	POSITIVE	Vinyl- Originally Window Well
56		Interior Bedroom 2	A	Window Sill	Wood	Intact	0.0	Negative	Vinyl
57		Interior Bedroom 2	A	Window Frame	Wood	Intact	0.2	Negative	Vinyl
58		Interior Bedroom 2	B	Window Sill	Wood	Intact	1.9	POSITIVE	Vinyl- Originally Window Well

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

# FIELD DATA REPORT

Project Name: Rivera Residence  
Address: 1487 S. Mountain View  
Pomona, CA 91766

Project Number: 3006775  
Protocol: LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
59		Interior Bedroom 2	B	Window Sill	Wood	Intact	0.1	Negative	Vinyl
60		Interior Bedroom 2	B	Window Frame	Wood	Intact	0.1	Negative	Vinyl
61		Interior Bedroom 2	C	Closet Door	Wood	Intact	0.0	Negative	
62		Interior Bedroom 2	C	Closet Door Frame	Wood	Intact	0.2	Negative	
63		Interior Bedroom 2	C	Closet Shelf	Wood	DETERIORATED	0.2	Negative	
64		Interior Bedroom 2	C	Closet Shelf Support	Wood	Intact	0.0	Negative	
65		Interior Bedroom 2	A	Wall	Plaster	Intact	0.1	Negative	
66		Interior Bedroom 2	B	Wall	Plaster	Intact	0.1	Negative	
67		Interior Bedroom 2	C	Wall	Plaster	Intact	0.0	Negative	
68		Interior Bedroom 2	D	Wall	Plaster	Intact	0.0	Negative	
69		Interior Bedroom 2		Baseboard	Wood	Intact	0.2	Negative	
70		Interior Bedroom 2		Ceiling	Plaster	Intact	0.1	Negative	
71		Interior Bedroom 3	D	Door	Wood	Intact	0.0	Negative	
72		Interior Bedroom 3	D	Door Frame	Wood	Intact	0.2	Negative	
73		Interior Bedroom 3	B	Window Sill	Wood	Intact	1.6	POSITIVE	Vinyl- Originally Window Well
74		Interior Bedroom 3	B	Window Sill	Wood	Intact	0.1	Negative	Vinyl
75		Interior Bedroom 3	B	Window Frame	Wood	Intact	0.3	Negative	Vinyl
76		Interior Bedroom 3	C	Window Sill	Wood	Intact	2.0	POSITIVE	Vinyl- Originally Window Well
77		Interior Bedroom 3	C	Window Sill	Wood	Intact	0.0	Negative	Vinyl
78		Interior Bedroom 3	C	Window Frame	Wood	Intact	0.2	Negative	Vinyl
79		Interior Bedroom 3	A	Closet Door	Wood	Intact	0.2	Negative	
80		Interior Bedroom 3	A	Closet Door Frame	Wood	Intact	0.0	Negative	
81		Interior Bedroom 3	A	Closet Shelf	Wood	Intact	0.1	Negative	
82		Interior Bedroom 3	A	Closet Shelf Support	Wood	Intact	0.1	Negative	
83		Interior Bedroom 3	A	Wall	Plaster	Intact	0.0	Negative	
84		Interior Bedroom 3	B	Wall	Plaster	Intact	0.2	Negative	
85		Interior Bedroom 3	C	Wall	Plaster	Intact	0.0	Negative	
86		Interior Bedroom 3	D	Wall	Plaster	Intact	0.2	Negative	
87		Interior Bedroom 3		Baseboard	Wood	Intact	0.2	Negative	

L.A. County DHS action level for lead paint is 0.7 mg/cm<sup>2</sup>.  
Positive is defined as XRF sampling with levels at or above 0.7 mg/cm<sup>2</sup>.

# FIELD DATA REPORT

Project Name: Rivera Residence  
Address: 1487 S. Mountain View  
Pomona, CA 91766

Project Number: 3006775  
Protocol: LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
88		Interior Bedroom 3		Ceiling	Plaster	Intact	0.1	Negative	
89		Interior Bedroom 3		Floor	Wood	Intact	0.0	Negative	
90		Interior Bathroom	A	Door	Wood	Intact	0.2	Negative	
91		Interior Bathroom	A	Door Frame	Wood	Intact	0.0	Negative	
92		Interior Bathroom	C	Window Sill	Wood	Intact	1.5	POSITIVE	Vinyl- Originally Window Well
93		Interior Bathroom	C	Window Sill	Wood	Intact	0.0	Negative	Vinyl
94		Interior Bathroom	C	Window Frame	Wood	Intact	0.2	Negative	Vinyl
95		Interior Bathroom	A	Cabinet Frame	Wood	Intact	0.2	Negative	
96		Interior Bathroom	A	Cabinet Door	Wood	Intact	0.2	Negative	
97		Interior Bathroom	A	Cabinet Shelf	Wood	Intact	0.0	Negative	
98		Interior Bathroom	C	Cabinet Frame	Wood	Intact	0.0	Negative	
99		Interior Bathroom	C	Cabinet Door	Wood	Intact	0.0	Negative	
100		Interior Bathroom	C	Cabinet Shelf	Wood	Intact	0.0	Negative	
101		Interior Bathroom	C	Counter Top	Tile	Intact	0.1	Negative	
102		Interior Bathroom	A	Wall	Plaster	Intact	0.0	Negative	
103		Interior Bathroom	B	Wall	Plaster	Intact	0.2	Negative	
104		Interior Bathroom	C	Wall	Plaster	Intact	0.1	Negative	
105		Interior Bathroom	D	Wall	Plaster	Intact	0.2	Negative	
106		Interior Bathroom		Baseboard	Wood	Intact	0.2	Negative	
107		Interior Bathroom		Ceiling	Plaster	Intact	0.0	Negative	
108		Interior Bathroom		Wall	Tile	Intact	4.2	POSITIVE	Shower
109		Interior Bathroom	C	Wall	Tile	Intact	0.0	Negative	Backsplash
110		Interior Dining Room	D	Window Sill	Wood	Intact	1.5	POSITIVE	Vinyl- Originally Window Well
111		Interior Dining Room	D	Window Sill	Wood	Intact	0.2	Negative	Vinyl
112		Interior Dining Room	D	Window Frame	Wood	Intact	0.1	Negative	Vinyl
113		Interior Dining Room	A	Wall	Plaster	Intact	0.2	Negative	
114		Interior Dining Room	B	Wall	Plaster	Intact	0.1	Negative	
115		Interior Dining Room	C	Wall	Plaster	Intact	0.0	Negative	
116		Interior Dining Room	D	Wall	Plaster	Intact	0.1	Negative	

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

# FIELD DATA REPORT

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
117		Interior Dining Room		Baseboard	Wood	Intact	0.0	Negative	
118		Interior Dining Room		Ceiling	Plaster	Intact	0.1	Negative	
119		Interior Dining Room	B	Frame	Wood	Intact	0.1	Negative	Pass Through
120		Interior Kitchen	C	Door Frame	Wood	Intact	0.1	Negative	
121		Interior Kitchen	D	Door Frame	Wood	Intact	0.0	Negative	
122		Interior Kitchen	C	Window Sill	Wood	Intact	0.2	Negative	Vinyl- Originally Window Well
123		Interior Kitchen	C	Window Sill	Wood	Intact	0.2	Negative	Vinyl
124		Interior Kitchen	C	Window Frame	Wood	Intact	0.1	Negative	Vinyl
125		Interior Kitchen		Cabinet Frame	Wood	DETERIORATED	0.1	Negative	
126		Interior Kitchen		Cabinet Door	Wood	DETERIORATED	0.1	Negative	
127		Interior Kitchen		Cabinet Shelf	Wood	Intact	0.2	Negative	
128		Interior Kitchen	A	Wall	Plaster	DETERIORATED	0.2	Negative	
129		Interior Kitchen	B	Wall	Plaster	Intact	0.1	Negative	
130		Interior Kitchen	C	Wall	Plaster	Intact	0.0	Negative	
131		Interior Kitchen	D	Wall	Plaster	Intact	0.0	Negative	
132		Interior Kitchen		Baseboard	Wood	Intact	0.2	Negative	
133		Interior Kitchen		Ceiling	Plaster	Intact	0.1	Negative	
134		Exterior Laundry Room	C	Door	Wood	DETERIORATED	3.5	POSITIVE	
135		Exterior Laundry Room	C	Door Frame	Wood	DETERIORATED	2.1	POSITIVE	
136		Exterior Laundry Room	C	Threshold	Wood	Intact	1.3	POSITIVE	
137		Interior Laundry Room	C	Door	Wood	Intact	0.0	Negative	
138		Interior Laundry Room	C	Door Frame	Wood	DETERIORATED	0.4	Negative	
139		Interior Laundry Room	C	Threshold	Wood	Intact	0.1	Negative	
140		Interior Laundry Room	A	Door Frame	Wood	Intact	0.2	Negative	
141		Interior Laundry Room	B	Window Sill	Wood	Intact	2.8	POSITIVE	Vinyl- Originally Window Well
142		Interior Laundry Room	B	Window Sill	Wood	Intact	0.0	Negative	Vinyl
143		Interior Laundry Room	B	Window Frame	Wood	Intact	0.3	Negative	Vinyl
144		Interior Laundry Room	A	Ironing Bd Door	Wood	Intact	0.0	Negative	
145		Interior Laundry Room	A	Ironing Bd Case	Wood	Intact	0.2	Negative	

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

# FIELD DATA REPORT

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
146		Interior Laundry Room	D	Cabinet Frame	Wood	Intact	0.1	Negative	
147		Interior Laundry Room	D	Cabinet Door	Wood	Intact	0.2	Negative	
148		Interior Laundry Room	D	Cabinet Shelf	Wood	Intact	0.1	Negative	
149		Interior Laundry Room	A	Wall	Plaster	Intact	0.0	Negative	
150		Interior Laundry Room	B	Wall	Plaster	Intact	0.1	Negative	
151		Interior Laundry Room	C	Wall	Plaster	Intact	0.2	Negative	
152		Interior Laundry Room	D	Wall	Plaster	Intact	0.2	Negative	
153		Interior Laundry Room		Baseboard	Wood	Intact	0.1	Negative	
154		Interior Laundry Room		Ceiling	Plaster	Intact	0.0	Negative	
155	Perimeter	Exterior East Side	A	Window Frame	Vinyl	Intact	0.0	Negative	Vinyl
156	Perimeter	Exterior East Side	A	Window Frame	Vinyl	Intact	0.0	Negative	Vinyl
157	Perimeter	Exterior East Side	A	Awning	Metal	Intact	0.1	Negative	
158	Perimeter	Exterior East Side	A	Wall	Stucco	Intact	0.3	Negative	
159	Perimeter	Exterior East Side	A	Wall	Stucco	Intact	0.1	Negative	
160	Perimeter	Exterior East Side	A	Eaves	Wood	DETERIORATED	2.9	POSITIVE	
161	Perimeter	Exterior East Side	A	Rafters	Wood	DETERIORATED	4.1	POSITIVE	
162	Perimeter	Exterior East Side	A	Fascia	Wood	Intact	4.3	POSITIVE	
163	Perimeter	Exterior East Side	A	Column	Wood	DETERIORATED	1.3	POSITIVE	Porch
164	Perimeter	Exterior East Side	A	Beam	Wood	Intact	1.9	POSITIVE	Porch
165	Perimeter	Exterior East Side	A	Ceiling	Wood	Intact	0.0	Negative	Porch
166	Perimeter	Exterior East Side	A	Deck	Concrete	Intact	0.0	Negative	Porch
167	Perimeter	Exterior East Side	A	Tread	Concrete	Intact	0.2	Negative	Porch
168	Perimeter	Exterior East Side	A	Riser	Concrete	Intact	0.2	Negative	Porch
169	Perimeter	Exterior South Side	B	Security Door	Metal	Intact	0.1	Negative	
170	Perimeter	Exterior South Side	B	Window Frame	Vinyl	Intact	0.0	Negative	Vinyl
171	Perimeter	Exterior South Side	B	Wall	Stucco	DETERIORATED	0.2	Negative	
172	Perimeter	Exterior South Side	B	Wall	Stucco	Intact	0.2	Negative	
173	Perimeter	Exterior South Side	B	Eaves	Wood	DETERIORATED	3.5	POSITIVE	
174	Perimeter	Exterior South Side	B	Rafters	Wood	DETERIORATED	2.6	POSITIVE	

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

## FIELD DATA REPORT

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
175	Perimeter	Exterior South Side	B	Fascia	Wood	Intact	0.0	Negative	
176	Perimeter	Exterior West Side	C	Security Door	Metal	Intact	0.0	Negative	
177	Perimeter	Exterior West Side	C	Window Frame	Vinyl	Intact	0.0	Negative	Vinyl
178	Perimeter	Exterior West Side	C	Window Frame	Vinyl	Intact	0.0	Negative	Vinyl
179	Perimeter	Exterior West Side	C	Awning	Metal	Intact	0.1	Negative	
180	Perimeter	Exterior West Side	C	Wall	Stucco	Intact	0.2	Negative	
181	Perimeter	Exterior West Side	C	Wall	Stucco	Intact	0.0	Negative	
182	Perimeter	Exterior West Side	C	Eaves	Wood	DETERIORATED	2.4	POSITIVE	
183	Perimeter	Exterior West Side	C	Rafters	Wood	DETERIORATED	1.9	POSITIVE	
184	Perimeter	Exterior West Side	C	Fascia	Wood	Intact	0.0	Negative	
185	Perimeter	Exterior West Side	C	Column	Metal	Intact	0.1	Negative	Patio
186	Perimeter	Exterior West Side	C	Beam	Metal	Intact	0.0	Negative	Patio
187	Perimeter	Exterior West Side	C	Ceiling	Metal	Intact	0.0	Negative	Patio
188	Perimeter	Exterior West Side	C	Access Panel	Wood	DETERIORATED	0.0	Negative	
189	Perimeter	Exterior West Side	C	Floor	Concrete	DETERIORATED	0.1	Negative	Patio
190	Perimeter	Exterior West Side	C	Deck	Concrete	DETERIORATED	0.0	Negative	Patio
191	Perimeter	Exterior West Side	C	Tread	Concrete	DETERIORATED	0.0	Negative	Patio
192	Perimeter	Exterior West Side	C	Riser	Concrete	DETERIORATED	0.2	Negative	Patio
193	Perimeter	Exterior West Side	C	Bench	Wood	DETERIORATED	0.1	Negative	
194	Perimeter	Exterior North Side	D	Window Frame	Vinyl	Intact	0.0	Negative	Vinyl
195	Perimeter	Exterior North Side	D	Wall	Stucco	Intact	0.2	Negative	
196	Perimeter	Exterior North Side	D	Wall	Stucco	Intact	0.4	Negative	
197	Perimeter	Exterior North Side	D	Eaves	Wood	DETERIORATED	1.8	POSITIVE	
198	Perimeter	Exterior North Side	D	Rafters	Wood	DETERIORATED	3.1	POSITIVE	
199	Perimeter	Exterior North Side	D	Fascia	Wood	DETERIORATED	1.7	POSITIVE	
200	Perimeter	Exterior Garage	D	Door	Wood	DETERIORATED	0.2	Negative	
201	Perimeter	Exterior Garage	D	Door Frame	Wood	DETERIORATED	1.7	POSITIVE	
202	Perimeter	Exterior Garage	C	Window Well	Wood	Intact	9.9	POSITIVE	Casement
203	Perimeter	Exterior Garage	C	Window Sash	Wood	Intact	6.1	POSITIVE	Casement

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# FIELD DATA REPORT

Project Name: Rivera Residence  
Address: 1487 S. Mountain View  
Pomona, CA 91766

Project Number: 3006775  
Protocol: LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
204	Perimeter	Exterior Garage	C	Window Frame	Wood	Intact	2.7	POSITIVE	Casement
205	Perimeter	Exterior Garage	D	Window Well	Wood	DETERIORATED	9.9	POSITIVE	Casement
206	Perimeter	Exterior Garage	D	Window Sash	Wood	DETERIORATED	5.7	POSITIVE	Casement
207	Perimeter	Exterior Garage	D	Window Frame	Wood	DETERIORATED	8.2	POSITIVE	Casement
208	Perimeter	Exterior Garage	A	Wall	Stucco	Intact	0.0	Negative	
209	Perimeter	Exterior Garage	B	Wall	Stucco	Intact	0.2	Negative	
210	Perimeter	Exterior Garage	C	Wall	Stucco	Intact	0.2	Negative	
211	Perimeter	Exterior Garage	D	Wall	Stucco	Intact	0.1	Negative	
212	Perimeter	Exterior Garage	A	Eaves	Wood	DETERIORATED	3.4	POSITIVE	
213	Perimeter	Exterior Garage	A	Rafters	Wood	Intact	3.1	POSITIVE	
214	Perimeter	Exterior Garage	A	Fascia	Wood	DETERIORATED	0.9	POSITIVE	
215	Perimeter	Exterior Garage	B	Eaves	Wood	DETERIORATED	4.4	POSITIVE	
216	Perimeter	Exterior Garage	B	Rafters	Wood	DETERIORATED	5.2	POSITIVE	
217	Perimeter	Exterior Garage	B	Fascia	Wood	DETERIORATED	0.5	Negative	
218	Perimeter	Exterior Garage	C	Eaves	Wood	DETERIORATED	1.6	POSITIVE	
219	Perimeter	Exterior Garage	C	Rafters	Wood	DETERIORATED	2.4	POSITIVE	
220	Perimeter	Exterior Garage	C	Fascia	Wood	Intact	0.2	Negative	
221	Perimeter	Exterior Garage	D	Eaves	Wood	Intact	1.3	POSITIVE	
222	Perimeter	Exterior Garage	D	Rafters	Wood	Intact	2.0	POSITIVE	
223	Perimeter	Exterior Garage	D	Fascia	Wood	Intact	0.4	Negative	
224	Perimeter	Exterior Garage	A	Garage Door	Metal	Intact	0.0	Negative	
225	Perimeter	Exterior Garage	A	Garage Door Frame	Wood	DETERIORATED	1.8	POSITIVE	
226	Perimeter	Exterior Garage	A	Gutter	Metal	Intact	0.2	Negative	
227	Calibration	Common End of Job		0.0 mg/cm2 Standard	Wood	Intact	0.0	Negative	
228	Calibration	Common End of Job		0.0 mg/cm2 Standard	Wood	Intact	0.0	Negative	
229	Calibration	Common End of Job		0.0 mg/cm2 Standard	Wood	Intact	0.2	Negative	
230	Calibration	Common End of Job		1.0 mg/cm2 Standard	Wood	Intact	0.9	POSITIVE	
231	Calibration	Common End of Job		1.0 mg/cm2 Standard	Wood	Intact	1.0	POSITIVE	
232	Calibration	Common End of Job		1.0 mg/cm2 Standard	Wood	Intact	1.0	POSITIVE	

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

# APPENDIX

## B

*FLOORPLAN/MAPS*

*CDPH 8552*

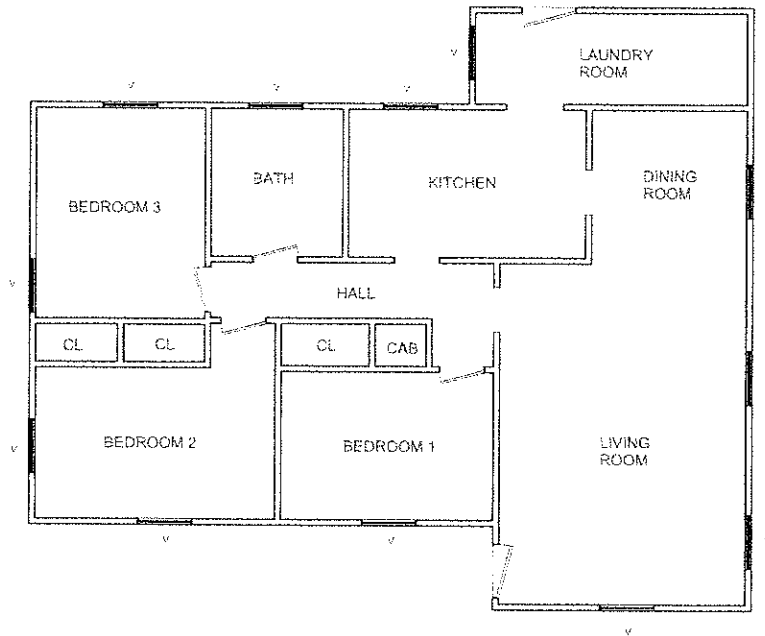
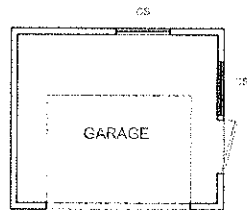
*INSPECTOR'S CERTIFICATES*

*INSURANCE CERTIFICATE*

*RESIDENT QUESTIONNAIRE*

*BUILDING CONDITIONS SURVEY*

C



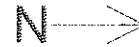
B

D

A

Window Key  
CS = Closet  
V = Vinyl

Rivera Residence  
1487 S. Mountain View  
Pomona, CA  
Project # 3006775



## LEAD HAZARD EVALUATION REPORT

### Section 1-Date of Lead Hazard Evaluation 10-16-2015

### Section 2-Type of Lead Hazard Evaluation (Check one box only)

☒ Lead inspection    ☐ Risk assessment    ☐ Clearance inspection    ☐ Other (specify)

### Section 3-Structure Where Lead Hazard Evaluation Was Conducted

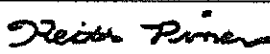
Address (number, street, apartment (if applicable)) 1487 S. Mountain View		City Pomona	County LA	ZIP code 91766
Construction date (year) of structure 1948	Type of structure (check one box only) <input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or Daycare <input checked="" type="checkbox"/> Single Family Dwelling <input type="checkbox"/> Other (specify)		Children Living in Structure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't Know	
Name Lucy Rivera			Telephone number (626) 665-5409	
Address [number, street, apartment (if applicable)] 1487 S. Mountain View		City Pomona	State CA	ZIP code 91766

### Section 4-Owner of Structure (If business/agency, list contact person)

### Section 5-Results of Lead Hazard Evaluation (Check all that apply)

☐ No lead-based paint detected    ☒ Intact Lead-based paint detected    ☒ Deteriorated Lead-based paint detected  
☐ No lead hazards detected    ☒ Lead Contaminated Dust Found    ☐ Lead Contaminated Soil Found    ☐ Other (specify)

### Section 6-Individual Conducting Lead Hazard Evaluation

Name Keith Piner		Telephone number 714-894-5700		
Address (number, street, apartment (if applicable)) 12684 Hoover Street		City Garden Grove	State CA	ZIP code 92841
CDPH certification number 14441	Signature 			Date 10-20-15
Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)				

### Section 7-Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

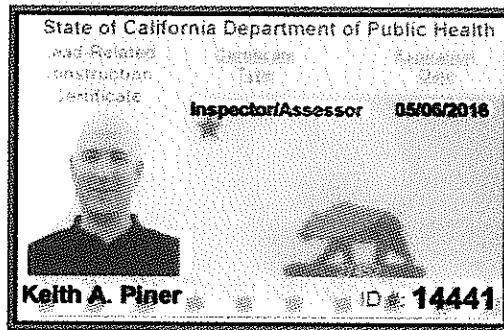
*First copy and attachments retained by inspector*

*Second copy and attachments retained by owner*

*Third copy only (no attachments) mailed to:*

California Department of Public Health  
Childhood Lead Poisoning Prevention Branch Reports  
850 Maria Bay Parkway, Building P, Third Floor  
Richmond, CA 94804-6403 Fax (510) 620-5656

CDPH 8552 (6/07)





# CERTIFICATE OF LIABILITY INSURANCE

BARR&amp;CL-01

LEACHE

DATE (MM/DD/YYYY)  
3/9/2015

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

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

PRODUCER License # 0E67768  
Legends Environmental Ins. Services  
130 Vantis  
Suite 250  
Aliso Viejo, CA 92656

CONTACT NAME: Elizabeth Leach  
PHONE (A/C, No, Ext): (800) 992-6999 FAX (A/C, No): (800) 999-3987  
E-MAIL ADDRESS: Elizabeth.Leach@loausa.com

## INSURED

Barr & Clark  
12684 Hoover Street  
Garden Grove, CA 92841

INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A: Westchester Surplus Lines Insurance Company 10172  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		G27568725 001	03/09/2015	03/09/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Deductible \$ 2,500 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		G27568725 001	03/09/2015	03/09/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab		G27568725 001	03/09/2015	03/09/2017	Each Claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*Professional Liability is written on a Claims Made basis.

## CERTIFICATE HOLDER

## CANCELLATION

NOTE: This is a copy of our general liability insurance. Your city or company's specific insurance is on file.

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

AUTHORIZED REPRESENTATIVE

For Bidding and Information

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ACORD 25 (2014/01)

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AGENCY CUSTOMER ID: BARR&amp;CL-01

LEACHE

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY <b>Legends Environmental Ins. Services</b>		License # 0E67768	NAMED INSURED <b>Barr &amp; Clark</b> 12684 Hoover Street Garden Grove, CA 92641	
POLICY NUMBER <b>SEE PAGE 1</b>				
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance**Remarks:****Additional Coverage****Contractors Pollution Liability Coverage Part \$2,000,000 Each Pollution Condition, \$2,500 Deductible**



P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2014

GROUP:  
POLICY NUMBER: 1917813-2014  
CERTIFICATE ID: 14  
CERTIFICATE EXPIRES: 07-01-2015  
07-01-2014/07-01-2015

*This is a copy of our general worker's  
compensation insurance. Your city or  
company's specific insurance is on file.*

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kurt R. Va. Lauf".

Authorized Representative

A handwritten signature in black ink, appearing to read "Thomas E. Rone".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - MATTHEW CROCHET, PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - KIMBERLEY CROCHET, VP S Y - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

BARR & CLARK, INC  
12684 HOOVER ST  
GARDEN GROVE CA 92841

SP



Project No. 3006775

Date: 10/16/15

## BARR & CLARK ENVIRONMENTAL

Project Name: Rivera Residence

Address: 1487 S. Mountain View, Pomona, CA 91766

Inspectors: Keith Piner

### CHAPTER 5: RISK ASSESSMENT AND REEVALUATION

#### Form 5.0 Questionnaire for a Lead Hazard Risk Assessment of an Individual Occupied Dwelling Unit.

(Page 1 of 2)

(To be completed by risk assessor via interview with owner-occupant or, if a rental unit, an adult resident and, for questions 15 & 16, the owner.)

Property address SEE ABOVE

Apt. No. \_\_\_\_\_ Unit is ☒ Owner occupied ☐ Renter occupied

Year of construction \_\_\_\_\_ Prior LBP testing? ☐ Yes ☐ No

Name of owner interviewed Fred Owner interview date: 10/16/15

Name of resident interviewed (if rental unit) \_\_\_\_\_ Interview date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of risk assessor SEE ABOVE

#### Children and Children's Habits

1. Do any children under age 6 live in the home or visit frequently? ☐ Yes ☒ No  
(If no children under age 6, skip to Question 5.)

2. If yes, how many? \_\_\_\_\_

3. Please provide the following information about each child under 6 to the extent you can.

	Child 1	Child 2	Child 3	Child 4
(a) Age:				
(b) Blood lead level:				
(c) Month/year of blood lead test:				
(d) Location of bedroom:				
(e) Main room where child eats:				
(f) Main room where child plays:				
(g) Main room where toys are stored:				
(h) Main locations where child plays outdoors:				

(If a resident child under age 6 has had an elevated blood lead level, an environmental investigation may be necessary [see Chapter 16 of the HUD Guidelines].)

4. (a) Do any children tend to chew on any painted surfaces, such as interior window sills? ☐ Yes ☐ No

(b) If yes, where? \_\_\_\_\_

**BARR & CLARK ENVIRONMENTAL**

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## CHAPTER 5: RISK ASSESSMENT AND REEVALUATION

**Form 5.0 Questionnaire for a Lead Hazard Risk Assessment  
of an Individual Occupied Dwelling Unit.**

(Page 2 of 2)

Property address SEE ABOVE Apt. No. \_\_\_\_\_**Other Household Information and Family Use Patterns**5. Do women of child-bearing age live in the home? ☐ Yes ☐ No

6. If this home is in a building with other dwelling units, what common areas in the building are used by children?

7. (a) Which entrance is used most frequently? Front Door(b) What other entrances are used frequently? Laundry8. Which windows are opened most frequently? All Windows9. (a) Do you use window air conditioners? ☒ Yes ☐ No(b) If yes, where? Bed 2 + 3

\*Condensation underneath window air conditioners often causes paint deterioration.

10. (a) Do you or any other household members garden? ☐ Yes ☒ No

(b) If yes, where is the garden? \_\_\_\_\_

11. (a) Are you planning any landscaping activities that will remove grass or ground covering? ☐ Yes ☐ No

(b) If yes, where? \_\_\_\_\_

12. (a) Which areas of the home get cleaned regularly? \_\_\_\_\_

(b) Which areas of the home do not get cleaned regularly? \_\_\_\_\_

13. (a) Are any household members exposed to lead at work? ☐ Yes ☒ No

(If no, go to question 14.)

(b) If yes, are dirty work clothes brought home? ☐ Yes ☐ No

(c) If they are brought home, who handles dirty work clothes and where are they placed and cleaned?

14. (a) Do you have pets? ☒ Yes ☐ No(b) If yes, do these pets go outdoors? Dogs**Building Renovations**15. (a) Were any building renovations or repainting done here during the past year? ☐ Yes ☒ No

(b) If yes, what work was done, and when? \_\_\_\_\_

(c) Were carpets, furniture and/or family belongings present in the work areas? ☐ Yes ☐ No

(d) If yes, which items and where were they? \_\_\_\_\_

(e) Was construction debris stored in the yard? ☐ Yes ☐ No

(f) If yes, please describe what, where and how was it stored. \_\_\_\_\_

16. (a) Are you conducting or planning any building renovations? ☐ Yes ☐ No

(b) If yes, what work will be done, and when? \_\_\_\_\_

# BARR & CLARK ENVIRONMENTAL

Project No. 3006775

Project Name: Rivera Residence

Address: 1487 S. Mountain View, Pomona, CA 91766

Inspectors: Keith Piner

Date: 10/16/15

## CHAPTER 5: RISK ASSESSMENT AND REEVALUATION

### Form 5.1 Building Condition Form for Lead Hazard Risk Assessment.

Property address SEE ABOVE Apt. No. \_\_\_\_\_

Name of property owner \_\_\_\_\_

Name of risk assessor SEE ABOVE Date of assessment: \_\_\_\_/\_\_\_\_/\_\_\_\_

Condition	Yes	No	Comments
Roof missing parts of surfaces (tiles, boards, shakes, etc.)		X	
Roof has holes or large cracks			
Gutters or downspouts broken			
Chimney masonry cracked, bricks loose or missing, obviously out of plumb			
Exterior or interior walls have obvious large cracks or holes, requiring more than routine pointing (if masonry) or painting			
Exterior siding has missing boards or shingles			
Water stains on interior walls or ceilings			
Walls or ceilings deteriorated			
More than "very small" amount of paint in a room deteriorated			
Two or more windows or doors broken, missing, or boarded up			
Porch or steps have major elements broken, missing, or boarded up			
Foundation has major cracks, missing material, structure leans, or visibly unsound			
** Total number			

\* The "very small" amount is the *de minimis* amount under the HUD Lead Safe Housing Rule (24 CFR 35.1350(d)), or the amount of paint that is not "paint in poor condition" under the EPA lead training and certification ("402") rule (40 CFR 745.223).

\*\* If the "Yes" column has any checks, the dwelling is usually considered not to be in good condition for the purposes of a risk assessment, and conducting a lead hazard screen is not advisable. However, specific conditions and extenuating circumstances should be considered before determining the final condition of the dwelling and the appropriateness of a lead hazard screen. If the "Yes" column has any checks, and a lead hazard screen is to be performed, describe, below, the extenuating circumstances that justify conducting a lead hazard screen.

Notes (including other conditions of concern):

5-101

Protocol: HUD 2012

Reviewed By: Inspector (XRF) \_\_\_\_\_ Inspector (Scribe) \_\_\_\_\_ Input By: \_\_\_\_\_

# APPENDIX

## C

*PERFORMANCE CHARACTERISTIC SHEET (PCS)*  
*LEAD SPEAK – A BRIEF GLOSSARY & KEY UNITS OF MEASUREMENT*  
*ADDITIONAL LEAD & LEAD SAFETY RESOURCE DATA*

## Performance Characteristic Sheet

EFFECTIVE DATE: December 1, 2006

EDITION NO.: 5

### MANUFACTURER AND MODEL:

Make: **Radiation Monitoring Devices**Model: **LPA-1**Source: **<sup>57</sup>Co**

Note: This sheet supersedes all previous sheets for the XRF instrument of the make, model, and source shown above for instruments sold or serviced after June 26, 1995. For other instruments, see prior editions.

### FIELD OPERATION GUIDANCE

#### OPERATING PARAMETERS:

Quick mode or 30-second equivalent standard (Time Corrected) mode readings.

#### XRF CALIBRATION CHECK LIMITS:

0.7 to 1.3 mg/cm <sup>2</sup> (inclusive)
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#### SUBSTRATE CORRECTION:

For XRF results below 4.0 mg/cm<sup>2</sup>, substrate correction is recommended for:

Metal using 30-second equivalent standard (Time Corrected) mode readings.  
None using quick mode readings.

Substrate correction is not needed for:

Brick, Concrete, Drywall, Plaster, and Wood using 30-second equivalent standard (Time Corrected) mode readings  
Brick, Concrete, Drywall, Metal, Plaster, and Wood using quick mode readings

#### THRESHOLDS:

30-SECOND EQUIVALENT STANDARD MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm <sup>2</sup> )
Results corrected for substrate bias on metal substrate only	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	0.9
	Plaster	1.0
	Wood	1.0

QUICK MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm <sup>2</sup> )
Readings not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

## BACKGROUND INFORMATION

### EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted on approximately 150 test locations in July 1995. The instrument that performed testing in September had a new source installed in June 1995 with 12 mCi initial strength.

### OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

### XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm<sup>2</sup> in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm<sup>2</sup> film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

### SUBSTRATE CORRECTION VALUE COMPUTATION :

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm<sup>2</sup> for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm<sup>2</sup> at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm<sup>2</sup>. Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm<sup>2</sup> NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

$$\text{Correction value} = (1^{\text{st}} + 2^{\text{nd}} + 3^{\text{rd}} + 4^{\text{th}} + 5^{\text{th}} + 6^{\text{th}} \text{ Reading}) / 6 - 1.02 \text{ mg/cm}^2$$

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

### EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use either the Quick Mode or 30-second equivalent standard (Time Corrected) Mode readings.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

#### **BIAS AND PRECISION:**

Do not use these bias and precision data to correct for substrate bias. These bias and precision data were computed without substrate correction from samples with reported laboratory results less than 4.0 mg/cm<sup>2</sup> lead. The data which were used to determine the bias and precision estimates given in the table below have the following properties. During the July 1995 testing, there were 15 test locations with a laboratory-reported result equal to or greater than 4.0 mg/cm<sup>2</sup> lead. Of these, one 30-second standard mode reading was less than 1.0 mg/cm<sup>2</sup> and none of the quick mode readings were less than 1.0 mg/cm<sup>2</sup>. The instrument that tested in July is representative of instruments sold or serviced after June 26, 1995. These data are for illustrative purposes only. Actual bias must be determined on the site. Results provided above already account for bias and precision. Bias and precision ranges are provided to show the variability found between machines of the same model.

30-SECOND STANDARD MODE READING MEASURED AT	SUBSTRATE	BIAS (mg/cm <sup>2</sup> )	PRECISION* (mg/cm <sup>2</sup> )
0.0 mg/cm <sup>2</sup>	Brick	0.0	0.1
	Concrete	0.0	0.1
	Drywall	0.1	0.1
	Metal	0.3	0.1
	Plaster	0.1	0.1
	Wood	0.0	0.1
0.5 mg/cm <sup>2</sup>	Brick	0.0	0.2
	Concrete	0.0	0.2
	Drywall	0.0	0.2
	Metal	0.2	0.2
	Plaster	0.0	0.2
	Wood	0.0	0.2
1.0 mg/cm <sup>2</sup>	Brick	0.0	0.3
	Concrete	0.0	0.3
	Drywall	0.0	0.3
	Metal	0.2	0.3
	Plaster	0.0	0.3
	Wood	0.0	0.3
2.0 mg/cm <sup>2</sup>	Brick	-0.1	0.4
	Concrete	-0.1	0.4
	Drywall	-0.1	0.4
	Metal	0.1	0.4
	Plaster	-0.1	0.4
	Wood	-0.1	0.4

\*Precision at 1 standard deviation.

#### CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than the upper boundary of the inconclusive range, and negative if they are less than the lower boundary of the inconclusive range, or inconclusive if in between. The inconclusive range includes both its upper and lower bounds. Earlier editions of this *XRF Performance Characteristic Sheet* did not include both bounds of the inconclusive range as "inconclusive." While this edition of the Performance Characteristics Sheet uses a different system, the specific XRF readings that are considered positive, negative, or inconclusive for a given XRF model and substrate remain unchanged, so previous inspection results are not affected.

#### DOCUMENTATION:

An EPA document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD. A HUD document titled *A Nonparametric Method for Estimating the 5th and 95th Percentile Curves of Variable-Time XRF Readings Based on Monotone Regression* provides supplemental information on the methodology for variable-time XRF instruments. A copy of this document can be obtained from the HUD lead web site, [www.hud.gov/offices/lead](http://www.hud.gov/offices/lead).

This XRF Performance Characteristic Sheet was developed by QuanTech, Inc., under a contract from the U.S. Department of Housing and Urban Development (HUD). HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.



**Abatement:** A measure or set of measures designed to permanently eliminate lead-based paint hazards or lead-based paint. Abatement strategies include the removal of lead-based paint, enclosure, encapsulation, replacement of building components coated with lead-based paint, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying of soil with a durable covering such as asphalt (grass and sod are considered interim control measures). All of these strategies require preparation; cleanup; waste disposal; post-abatement clearance testing; recordkeeping; and, if applicable, monitoring. (For full EPA definition, see 40 CFR 745.223).

**Bare soil:** Soil not covered with grass, sod, some other similar vegetation, or paving, including the sand in sandboxes.

**Chewable surface:** An interior or exterior surface painted with lead-based paint that a young child can mouth or chew. A chewable surface is the same as an "accessible surface" as defined in 42 U.S.C. 4851b(2). Hard metal substrates and other materials that cannot be dented by the bite of a young child are not considered chewable.

**Deteriorated paint:** Any paint coating on a damaged or deteriorated surface or fixture, or any interior or exterior lead-based paint that is peeling, chipping, blistering, flaking, worn, chalking, alligating, cracking, or otherwise becoming separated from the substrate.

**Dripline/foundation area:** The area within 3 feet out from the building wall and surrounding the perimeter of a building.

**Dust-lead hazard:** Surface dust in residences that contains an area or mass concentration of lead equal to or in excess of the standard established by the EPA under Title IV of the Toxic Substances Control Act. EPA standards for dust-lead hazards, which are based on wipe samples, are published at 40 CFR 745.65(b); as of the publication of this edition of these *Guidelines*, these are 40 µg/ft<sup>2</sup> on floors and 250 µg/ft<sup>2</sup> on interior windowsills. Also called lead-contaminated dust.

**Friction surface:** Any interior or exterior surface, such as a window or stair tread, subject to abrasion or friction.

**Garden area:** An area where plants are cultivated for human consumption or for decorative purposes.

**Impact surface:** An interior or exterior surface (such as surfaces on doors) subject to damage by repeated impact or contact.

**Interim controls:** A set of measures designed to temporarily reduce human exposure or possible exposure to lead-based paint hazards. Such measures include, but are not limited to, specialized cleaning, repairs, maintenance, painting, temporary containment, and the establishment and operation of management and resident education programs. Monitoring, conducted by owners, and reevaluations, conducted by professionals, are integral elements of interim control. Interim controls include dust removal; paint film stabilization; treatment of friction and impact surfaces; installation of soil coverings, such as grass or sod; and land use controls. Interim controls that disturb painted surfaces are renovation activities under EPA's Renovation, Repair and Painting Rule.

**Lead-based paint:** Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0<sup>\*</sup> mg/cm<sup>2</sup> as measured by XRF or laboratory analysis, or 0.5 percent by weight (5000 mg/g, 5000 ppm, or 5000 mg/kg) as measured by laboratory analysis. (Local definitions may vary.) NOTE: LBP in LA County is defined as any coating that contains lead equal to or greater than 0.7 mg/cm<sup>2</sup> via XRF or 0.06 % by weight (600mg/g, 600ppm, 600mg/kg) as measured by lab analysis.

**Lead-based paint hazard:** A condition in which exposure to lead from lead-contaminated dust, lead-contaminated soil, or deteriorated lead-based paint would have an adverse effect on human health (as established by the EPA at 40 CFR 745.65, under Title IV of the Toxic Substances Control Act). Lead-based paint hazards include, for example, **paint-lead hazards**, **dust-lead hazards**, and **soil-lead hazards**.

**Paint-lead hazard:** Lead-based paint on a friction surface that is subject to abrasion and where a dust-lead hazard is present on the nearest horizontal surface underneath the friction surface (e.g., the window sill, or floor); damaged or otherwise deteriorated lead-based paint on an impact surface that is caused by impact from a related building component; a chewable lead-based painted surface on which there is evidence of teeth marks; or any other deteriorated lead-based paint in any residential building or child-occupied facility or on the exterior of any residential building or child-occupied facility.

**Play area:** An area of frequent soil contact by children of under age 6 as indicated by, but not limited to, such factors including the following: the presence of outdoor play equipment (e.g., sandboxes, swing sets, and sliding boards), toys, or other children's possessions, observations of play patterns, or information provided by parents, residents, care givers, or property owners.

**Soil-lead hazard:** Bare soil on residential property that contains lead in excess of the standard established by the EPA under Title IV of the Toxic Substances Control Act. EPA standards for soil-lead hazards, published at 40 CFR 745.65(c), as of the publication of this edition of these *Guidelines*, is 400 µg/g in play areas and 1,200 µg/g in the rest of the yard. Also called lead-contaminated soil.

## Key Units of Measurement

**Gram (g or gm):** A unit of mass in the metric system. A nickel weighs about 1 gram, as does a 1 cube of water 1 centimeter on each side. A gram is equal to about 35/1000 (thirty-five thousandths of an ounce). Another way to think of this is that about 28.4 grams equal 1 ounce.

**µg (microgram):** A microgram is 1/1000<sup>th</sup> of a milligram. To put this into perspective, a penny weighs 2 grams. To get a microgram, you would need to divide the penny into 2 million pieces. A microgram is one of those two million pieces.

**µg/dL (microgram per deciliter):** used to measure the level of lead in children's and worker's blood to establish whether intervention is needed. A deciliter is a little less than a half a cup.

**µg/ft<sup>2</sup> (micrograms per square feet):** the unit used to express levels of lead in dust samples. All reports should report levels of lead in dust in µg/ft<sup>2</sup>.

**mg/cm<sup>2</sup> (milligrams per square centimeter):** used to report levels of lead in paint thru XRF testing.

**ppm (parts per million):** Typically used to express the concentrations of lead in soil. Can also be used to express the amount of lead in a surface coating on a mass concentration basis. This measurement can also be shown as: µg/g, mg/kg or mg/l.

**ppb (parts per billion):** Typically used to express the amount of lead found in drinking water. This measurement is also sometimes expressed as: µg/L (micrograms per liter).

## EPA/HUD Lead-Based Paint and Lead-Based Paint Hazard Standards

**Lead-Based Paint** (may be determined in either of two ways)

- ◆ Surface concentration (mass of lead per area) 1.0 µg/cm<sup>2</sup>\*
- ◆ Bulk concentration (mass of lead per volume) 0.5%, 5000 µg/g, or 5000 ppm\*

\*Note: In LA County LBP - surface concentration = 0.7 mg/cm<sup>2</sup> and bulk concentration = 0.06%, 600 mg/g, or 600 ppm

### Dust-thresholds for Lead-Contamination

- ◆ Floors 40 µg/ft<sup>2</sup>
- ◆ Interior Window Sills 250 µg/ft<sup>2</sup>
- ◆ Window Troughs (clearance examination only) 400 µg/ft<sup>2</sup>

### Soil-thresholds for Lead Contamination

- ◆ Play areas used by children under age 6 400 µg/g, or 400 ppm
- ◆ Other areas 1200 µg/g, or 1200 ppm

## Resources For Additional Information On Lead-Based Paint And Lead-Based Paint Hazards:

### National Lead information Center & Clearinghouse:

1-800-424 LEAD

[www.epa.gov/lead/pubs/nlic.htm](http://www.epa.gov/lead/pubs/nlic.htm)

### Centers for Disease Control and Prevention Lead Program:

[www.cdc.gov/lead](http://www.cdc.gov/lead)

Toll-free CDC Contact Center: 800-CDC-INFO; TTY 888-232-6348

### Consumer Product Safety Commission

[www.cpsc.gov](http://www.cpsc.gov)

Toll-free consumer hotline: 1-800-638-2772; TTY 301-595-7054

### Environmental Protection Agency Lead Program:

[www.epa.gov/lead](http://www.epa.gov/lead)

202-566-0500

### HUD Office of Healthy Homes and Lead Hazard Control:

[www.hud.gov/offices/lead](http://www.hud.gov/offices/lead)

202-402-7698

### Anystate Department of Health and Environment, Lead Poisoning Prevention Program

<http://depthealth.state.an/lead/>

Hearing- or speech-challenged individuals may access the federal agency numbers above through TTY by calling the toll-free Federal Relay Service at 800-877-8339; see also <http://www.federalrelay.us/tty>.

# APPENDIX D

*DUST WIPE & SOIL SAMPLE LABORATORY MANIFESTS AND RESULTS*

**LA Testing**

11652 Knott Street Unit F5, Garden Grove, CA 92841

Phone/Fax: (714) 828-4999 / (714) 828-4944

<http://www.LATesting.com>[gardengroveciab@lateesting.com](mailto:gardengroveciab@lateesting.com)

LA Testing Order: 331518853

CustomerID: 32BACA26

CustomerPO: 3006775

ProjectID:

Attn: **Jeremy Nguyen**  
**Barr & Clark, Inc.**  
**12684 Hoover Street**  
**Garden Grove, CA 92841**

Phone: (714) 894-5700  
Fax:  
Received: 10/19/15 8:15 AM  
Collected: 10/16/2015

Project: **Rivera Residencw 1487 S. Mountain View, Pomona, CA 91766****Test Report: Lead in Soils by Flame AAS (SW 846 3050B/7000B)\***

<i>Client Sample Description</i>	<i>Collected</i>	<i>Analyzed</i>	<i>RDL</i>	<i>Lead Concentration</i>
SS 1	10/16/2015	10/19/2015	40 ppm	110 ppm
331518853-0010	Site: Perimeter	Desc: Soil-Play Area		

Michael Chapman, Laboratory Manager  
or other approved signatory

\*Analysis following Lead in Soil/Solids by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 40 mg/kg based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. Results reported based on dry weight. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements established by the AIHA-LAP, unless specifically indicated otherwise.

Samples analyzed by LA Testing Garden Grove, CA AIHA-LAP, LLC-ELLAP Accredited #101650, CA ELAP 1406

Initial report from 10/20/2015 09:12:25

Test Report PB w/RDL-7.32.3 Printed: 10/20/2015 9:12:25 AM

Page 1 of 2

**LA Testing**

11652 Knott Street Unit F5, Garden Grove, CA 92841

Phone/Fax: (714) 828-4999 / (714) 828-4944

<http://www.LATesting.com>[gardengrovelab@latesting.com](mailto:gardengrovelab@latesting.com)

LA Testing Order: 331518853

CustomerID: 32BACA26

CustomerPO: 3006775

ProjectID:

Attn: **Jeremy Nguyen**  
**Barr & Clark, Inc.**  
**12684 Hoover Street**  
**Garden Grove, CA 92841**

Phone: (714) 894-5700  
Fax:  
Received: 10/19/15 8:15 AM  
Collected: 10/16/2015

Project: **Rivera Residencw 1487 S. Mountain View, Pomona, CA 91766****Test Report: Lead in Dust by Flame AAS (SW 846 3050B/7000B)\***

<i>Client SampleDescription</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Area Sampled</i>	<i>RDL</i>	<i>Lead Concentration</i>
DS 1 331518853-0001	10/16/2015	10/19/2015	100 in <sup>2</sup>	14 µg/ft <sup>2</sup>	32 µg/ft <sup>2</sup>
	Site: Living room Desc: Int. Window Sill				
DS 2 331518853-0002	10/16/2015	10/19/2015	144 in <sup>2</sup>	10 µg/ft <sup>2</sup>	31 µg/ft <sup>2</sup>
	Site: Living room Desc: Interior floor				
DS 3 331518853-0003	10/16/2015	10/19/2015	81 in <sup>2</sup>	18 µg/ft <sup>2</sup>	120 µg/ft <sup>2</sup>
	Site: Bed 1 Desc: Int. Window Sill				
DS 4 331518853-0004	10/16/2015	10/19/2015	90 in <sup>2</sup>	16 µg/ft <sup>2</sup>	18 µg/ft <sup>2</sup>
	Site: Bed 2 Desc: Int. Window Sill				
DS 5 331518853-0005	10/16/2015	10/19/2015	81 in <sup>2</sup>	18 µg/ft <sup>2</sup>	27 µg/ft <sup>2</sup>
	Site: Bed 3 Desc: Int. Window Sill				
DS 6 331518853-0006	10/16/2015	10/19/2015	75 in <sup>2</sup>	19 µg/ft <sup>2</sup>	20 µg/ft <sup>2</sup>
	Site: Bath Desc: Int. Window Sill				
DS 7 331518853-0007	10/16/2015	10/19/2015	70 in <sup>2</sup>	21 µg/ft <sup>2</sup>	120 µg/ft <sup>2</sup>
	Site: Kitchen Desc: Int. Window Sill				
DS 8 331518853-0008	10/16/2015	10/19/2015	144 in <sup>2</sup>	10 µg/ft <sup>2</sup>	44 µg/ft <sup>2</sup>
	Site: Laundry Desc: Interior floor				
DS 9 331518853-0009	10/16/2015	10/19/2015	n/a	10 µg/wipe	<10 µg/wipe
	Site: Blank				

Michael Chapman, Laboratory Manager  
or other approved signatory

Sample received in acceptable condition unless otherwise noted. Reporting limit is 10 µg/wipe. The QC data associated with these sample results included in this report meet the method quality control requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities.

\* slight modifications to methods applied

Samples analyzed by LA Testing Garden Grove, CA AIHA-LAP, LLC--ELLAP Accredited #101650, CA ELAP 1406

Initial report from 10/20/2015 09:12:25

**BARR & CLARK ENVIRONMENTAL**

Project No. 3006775

Project Name: Rivera Residence

Date: 10/16/15

Address: 1487 S. Mountain View, Pomona, CA 91766

Inspectors: Keith Piner

331518853

**REQUEST FOR LABORATORY SERVICES - DUST SAMPLES**No. of Samples Collected 9No. of Samples Submitted 9Submitted By: \_\_\_\_\_ Analysis Type: AAS - Report all samples in  $\mu\text{g} / \text{ft}^2$ Turn Around: (Circle One) 24hr RUSH Other \_\_\_\_\_

Sample Number	Room:	Size of Subsample (inches x inches)	Surface Type:	Lab Result ( $\mu\text{g} / \text{ft}^2$ )
DS 1	<u>Living Room</u>	<u>40 x 2.5</u>	<input checked="" type="checkbox"/> Interior Floor <input checked="" type="checkbox"/> Int. Window Sill <input type="checkbox"/> Ext. Window Well <input type="checkbox"/> Exterior Floor Other _____	
DS 2	<u>Living Room</u>	<u>12 x 12</u>	<input checked="" type="checkbox"/> Interior Floor <input type="checkbox"/> Int. Window Sill <input type="checkbox"/> Ext. Window Well <input type="checkbox"/> Exterior Floor Other _____	
DS 3	<u>Bed 1</u>	<u>36 x 2.25</u>	<input checked="" type="checkbox"/> Interior Floor <input checked="" type="checkbox"/> Int. Window Sill <input type="checkbox"/> Ext. Window Well <input type="checkbox"/> Exterior Floor Other _____	
DS 4	<u>Bed 2</u>	<u>36 x 2.5</u>	<input type="checkbox"/> Interior Floor <input checked="" type="checkbox"/> Int. Window Sill <input type="checkbox"/> Ext. Window Well <input type="checkbox"/> Exterior Floor Other _____	
DS 5	<u>Bed 3</u>	<u>36 x 2.25</u>	<input checked="" type="checkbox"/> Interior Floor <input checked="" type="checkbox"/> Int. Window Sill <input type="checkbox"/> Ext. Window Well <input type="checkbox"/> Exterior Floor Other _____	

Relinquished By:

Name: Keith PinerSignature: [Signature]Date: 10/16/15

Received By:

Name: [Signature]Signature: [Signature]Date: 10/19/15 8:15Z



**BARR & CLARK ENVIRONMENTAL**

Project No. 3006775

Project Name: Rivera Residence

Date: 10/16/15

Address: 1487 S. Mountain View, Pomona, CA 91766

Inspectors: Keith Piner

-331518853

**REQUEST FOR LABORATORY SERVICES - DUST SAMPLES**

No. of Samples Collected \_\_\_\_\_ No. of Samples Submitted \_\_\_\_\_

Submitted By: \_\_\_\_\_ Analysis Type: AAS - Report all samples in  $\mu\text{g} / \text{ft}^2$ 

Turn Around: (Circle One) 24hr RUSH Other \_\_\_\_\_

Sample Number	Room:	Size of Subsample (inches x inches)	Surface Type:	Lab Result ( $\mu\text{g} / \text{ft}^2$ )
DS 6	<u>Bath</u>	<u>30</u> x <u>25</u>	<input checked="" type="checkbox"/> Interior Floor <input type="checkbox"/> Int. Window Sill <input type="checkbox"/> Ext. Window Well <input type="checkbox"/> Exterior Floor Other _____	
DS 7	<u>Kitchen</u>	<u>28</u> x <u>25</u>	<input checked="" type="checkbox"/> Interior Floor <input type="checkbox"/> Int. Window Sill <input type="checkbox"/> Ext. Window Well <input type="checkbox"/> Exterior Floor Other _____	
DS 8	<u>Laundry</u>	<u>12</u> x <u>12</u>	<input checked="" type="checkbox"/> Interior Floor <input type="checkbox"/> Int. Window Sill <input type="checkbox"/> Ext. Window Well <input type="checkbox"/> Exterior Floor Other _____	
DS 9	<u>Blank</u>	_____ x _____	<input type="checkbox"/> Interior Floor <input type="checkbox"/> Int. Window Sill <input type="checkbox"/> Ext. Window Well <input type="checkbox"/> Exterior Floor Other _____	
DS 10	_____	_____ x _____	<input type="checkbox"/> Interior Floor <input type="checkbox"/> Int. Window Sill <input type="checkbox"/> Ext. Window Well <input type="checkbox"/> Exterior Floor Other _____	

Relinquished By:

Received By:

Name: Keith Piner

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**BARR & CLARK ENVIRONMENTAL**

Project No. 3006775

Project Name: Rivera Residence

Date: 10/16/15

Address: 1487 S. Mountain View, Pomona, CA 91766

Inspectors: Keith Piner

-331518853

**REQUEST FOR LABORATORY SERVICES - SOIL SAMPLES**No. of Samples Collected 1No. of Samples Submitted 1

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

Analysis Type: AAS - Report all samples ppmTurn Around: (Circle One) 24hr RUSH Other \_\_\_\_\_

Sample Number	Area:	Number of Subsamples (at least 5; no more than 10)	Surface Type:	Lab Result (ppm)
SS 1	<u>Perimeter</u> _____ _____ SIDE: _____	<u>10</u> _____	____ Soil - Non Play Area <input checked="" type="checkbox"/> Soil - Play Area Other _____	
SS 2	_____ _____ SIDE: _____	_____ _____	____ Soil - Non Play Area ____ Soil - Play Area Other _____	
SS 3	_____ _____ SIDE: _____	_____ _____	____ Soil - Non Play Area ____ Soil - Play Area Other _____	
SS 4	_____ _____ SIDE: _____	_____ _____	____ Soil - Non Play Area ____ Soil - Play Area Other _____	
SS 5	_____ _____ SIDE: _____	_____ _____	____ Soil - Non Play Area ____ Soil - Play Area Other _____	

Relinquished By:

Received By:

Name: Keith Piner

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

Signature: [Signature]

Signature: \_\_\_\_\_

Date: 10/16/15

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



**BARR & CLARK**

Independent Environmental Testing  
Asbestos • Lead • Mold • Phase I

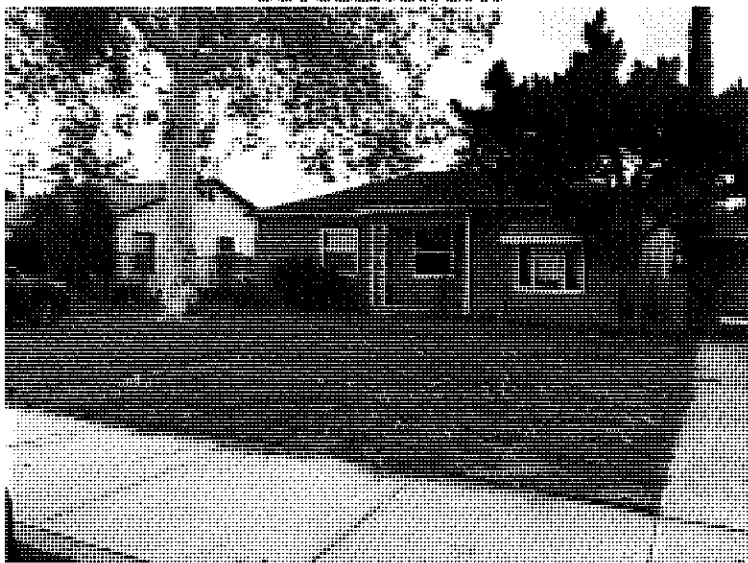
**\*\*\*PROPRIETARY SAMPLE\*\*\***  
**LEAD-BASED PAINT ABATEMENT**  
**SPECIFICATIONS**

OF

RIVERA RESIDENCE  
1487 S. MOUNTAIN VIEW  
POMONA, CA

PROJECT NO. 3006775

OCTOBER 20, 2015



Prepared For:  
City of Pomona  
505 S. Garey Avenue  
Pomona, CA 91766

Prepared By:

Matt Crochet  
State of California Certified  
Lead Inspector / Risk Assessor  
Project Monitor

Reviewed By:

Jeremy Nguyen  
State of California Certified  
Lead Inspector / Risk Assessor

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**APPENDICES**

APPENDIX A -	MAP(S)
APPENDIX B -	XRF FIELD DATA
APPENDIX C -	PROJECT MONITOR / INSPECTOR / RISK ASSESSOR CERTIFICATE(S)
APPENDIX D -	INSURANCE CERTIFICATES

## **1.0 GENERAL**

### **1.01 SUMMARY OF THE SCOPE OF WORK**

1. A lead-based paint inspection by Barr & Clark Environmental on October 16, 2015 in accordance with **EPA** and **HUD** guidelines was prepared for the sole use of the City of Pomona and any regulatory agencies directly involved with the project. No other party should rely on the information contained within this report, without the prior written consent of the City of Pomona.
2. These specifications are for the above mentioned property located in Pomona, CA. The scope covered herein is for **LEAD ABATEMENT** only. It is not intended to be used for any other work scheduled.
3. The abatement activities will be coordinated with and integrated into planned rehabilitation activities for this property.

### **1.02 STANDARDS AND GUIDELINES**

1. The current issues of each document shall govern, and where conflicts may exist, the more stringent requirements shall apply.
2. **The Contractor shall assume full responsibility and liability for compliance with all Federal, State and local regulations pertaining to lead abatement on this project** including medical examinations, monitoring and personal protective measures.
3. The Contractor shall indemnify the Owner and his Representative and save from any and all losses, costs and expenses including fines, judgments and reasonable attorney's fees incurred by the Owner for negligence on the part of the Contractor or any of his agents, whether accidental or intentional.
4. Compliance with the requirements of the applicable standards will be strictly enforced by the Owner or the Owner's Representative.
5. The Contractor shall comply with all provisions and/or responsibilities, as applicable, contained in the Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, June 1995, Department of Housing and Urban Development and with **Federal OSHA Sec. 1926.62**

6. The Contractor shall comply with the requirements of the California General Industry Safety and Health Standards, and the Safety and Health Regulations for Construction, Title 8, California Code of Regulations (CCR) including but not limited to the following sections:

Sec. 5144	Respiratory Protection
Sec. 2405.4	Electrical
Sec. 1637, 1640, 1658	Scaffolding
Sec. 1513	Housekeeping
Sec. 5194	Hazard Communication (Employee Right to Know)
Sec. 1675	Ladders
Sec. 3215 & 3220	Egress & Emergency Plans
Sec. 1514	Protective Equipment
Sec. 1519	Sanitation
Sec. 1684, 3555 & 3556	Powered Hand Tools
Sec. 1502	Contractors Responsibility
Sec. 1511	General Safety & Health Education
Sec. 1510	Safety Training & Education
Sec. 1527 & 3366	Washing Facilities
Sec. 1528	Gases, Vapors, Fumes, Dusts and Mists
Sec. 1531 & 5143	Ventilation
Sec. 3203	Injury and Illness Prevention Program
Sec. 3204	Access to Employee's Exposure and Medical Records
Sec. 6003	Accident Prevention Signs
Sec. 3221	Fire Prevention Plan
Sec. 1537	Ventilation, Welding, Cutting or Heating of Metals of Toxic Significance

7. The Contractor shall comply with the Federal Environmental Protection Regulations pertaining to disposal of lead-containing materials as well the State of California and any local agencies which have delegated responsibility for the administration and enforcement of Federal Regulations.
8. The Contractor shall comply with all requirements of the EPA-approved landfill, which is selected as the disposal site and with RCRA waste requirements.

### **1.03 OWNER'S REPRESENTATIVE**

1. The Owner may secure the services of an independent third party to monitor the work activities of the abatement Contractor.
2. The Representative shall have sufficient experience with similar projects and be certified as a Project Monitor with the State of California Department of Health Services.
3. The Representative may conduct visual inspections of the work area before, during, and after abatement activities.
4. The Representative may inspect the site preparation and submittals, and give approval for work to proceed on behalf of the owner and may inspect the removal work and work area upon completion, and give final visual clearance before the Contractor may proceed with the next phase of work.
5. Inspections may be on a daily basis, or randomly as needed to insure the Owner's interest.
6. The Representative may take field samples as needed for clearance purposes.

### **1.04 SUBMITTALS AND NOTICES**

1. Within seven (7) calendar days after notice to proceed, the Contractor will provide to the Owner or Owner's Representative the following:
  - a. All required permits for lead abatement work and/or disposal of potentially-hazardous wastes and construction debris including but not limited to, the following:
  - b. Designated transporter's licenses and insurance certificates.
  - c. Designated waste disposal facility certifications/licenses.
  - d. Shop drawing indicating areas to be used for Staging of equipment and decon facilities, storage areas etc.
  - e. Abatement work plan.
  - f. A written respiratory protection plan as required by **29 CFR 1926.62**.
  - g. A written medical examination including all items required by **29 CFR 1926.62**.
  - h. Employee training certifications for lead exposure for every employee expected to be on this job.
  - i. Weekly work schedule.
  - j. Manufacturer's information, including MSDS, for all materials and worker protection equipment.
  - k. Copies of all OSHA Form 101 reports or equivalent.

## **2.0 QUALIFICATIONS**

### **2.01 CONTRACTOR**

1. The contractor shall be currently licensed for the intended activities with the California Contractors State License Board (CSLB).
2. The Contractor performing the LBP abatement work shall have a minimum of one (1) year of experience performing LBP removal or abatement work on similar projects in scope and size. Documented proof of past experience will be requested consisting of a list of projects with references for confirmation. Insurance, according to the Owner's requirements, including workers' compensation, general liability and abatement liability in the amount of \$500,000 per occurrence and \$1,000,000 aggregate shall be provided.
3. The Contractor performing the work must be familiar with all applicable regulations covering LBP removal work. This includes all permits, licenses, and certifications required to perform this type of hazardous work as well as related disposal requirements.
4. The contractor shall employ at least one individual who has received certification as a California Department of Health Services Contractor/Supervisor.

### **2.02 WORKERS**

1. All personnel must have minimum training, as established by the EPA-sanctioned emergency LBP Worker Training Standards, and in accordance with **CFR 1926.62**
2. All abatement workers on this project must also be certified through the State of California Department of Health Services, as a Lead Worker.

### **2.03 MATERIALS**

1. Encapsulants - All encapsulating materials must have ASTM certification. All applications must be according to manufacturer's specifications. Any encapsulant without ASTM certification must receive approval in writing from either the owner or owner's representative.
2. Primers - All paint primers used on this job must be suitable for the intended substrate and compatible with the underlying paint and the intended paint. All applications must be according to manufacturer's specifications.
3. Color's - Any coating used as the final coating must have the color approved by the owner or owner's representative prior to application.
4. Architectural Component's - Any component that is replaced by the abatement contractor must be approved by the owner or owner's representative prior to installation.



### **3.0 WORKER HEALTH AND SAFETY**

#### **3.01 MEDICAL SURVEILLANCE**

1. Workers must be properly trained and fitted in the care, use, and maintenance of respirators, with fit tests performed every 6 months.
2. A formal respiratory protection program must be implemented in accordance with **29 CFR 1926.62**.

#### **3.02 PERSONAL PROTECTIVE EQUIPMENT**

1. The minimum respiratory protection required for this project is as follows:
  - a. Negative pressure half face air purifying respirators equipped with HEPA filters for airborne lead levels not in excess of  $500 \mu\text{g}/\text{m}^3$  (10 X  $\text{pel}^1$ ).
2. All workers in the LBP abatement area will wear the proper respirator for the lead concentration generated.
3. Disposable suits with hoods and booties shall be worn at all times that lead abatement is taking place. Goggles with a side shield are to be worn when working with power tools or liquid materials that could injure the eyes.
4. Additional respirator filters or protective clothing may be needed when using chemicals. Consult MSDS for requirements.

### **4.0 EXECUTION**

#### **4.01 SITE SECURITY**

1. Contractor shall be responsible for all security related to all work and storage areas.
2. All Hazardous materials must be stored in enclosed and locked areas at the end of each work shift, and when no personnel are present. This area must be labeled, in English and Spanish, with proper warning labels.
3. The Contractor shall maintain control of the site security at all times during the course of work to protect the work area and equipment, Contractor shall also be responsible for the proper storage and security of all equipment and materials left on site during off hours.

---

<sup>1</sup> Permissible Exposure Level

#### **4.02 EMERGENCY PLANNING**

1. Emergency planning and procedures shall be developed by the Contractor, and presented in written form, and prominently posted and approved by the Owner or his Representative, and shall include:
  - a. Written notification to Police, Fire, and Emergency Medical personnel of planned lead abatement activities.
  - b. Work schedules and layout of barriers which could impede response capabilities.
  - c. Emergency telephone numbers, and locations of nearest emergency facilities, posted for all workers to see easily.
  - d. Evacuation procedures shall also be written, and posted with the signatures of all workers, to acknowledge their receipt of training in such procedures.

#### **4.03 WORK SCHEDULE**

1. The Contractor shall furnish to the Owner or his Representative a schedule showing the anticipated starting and completion dates for each phase or area of abatement. The schedule shall be furnished seven (7) calendar days from issuance of the Owner's written Notice to Proceed. This schedule shall be reviewed weekly and updated as required. The work shall be carried out diligently to completion.
2. If it becomes necessary to maintain the projected schedule, the Owner may request additional manpower to complete the work on time. The Contractor is obligated to comply with this written request from the Owner or his Representative.
3. Site work shall begin immediately upon the Owner's approval of Contractor's LBP Work Plan. A pre-abatement safety meeting shall be held before beginning work.
4. During the abatement, other work can be phased and coordinated to facilitate the completion of concurrent projects.

#### **4.04 PREPARATION OF WORK AREA**

1. Preparation of the work area is dependent on the type of abatement to be performed, the expected levels of airborne lead concentrations, and is subject to change if the lead concentrations exceed anticipated levels.
2. The Contractor is responsible for the posting of all warning signs and submittals at the entrances and exits to the work area.
3. The Owner will provide all necessary power and water unless otherwise specified in writing.
4. A two-stage decontamination (decon) area, consisting of a clean room with sufficient wash facilities and a tool room/work area, shall be provided. A "mini-containment" system may be used for abatement consisting of the following, but not limited to:

- a. (2) Layers of 6 mil polyethylene (poly) on floors where removal is needed.
  - b. Critical barriers around the inside of all windows throughout.
  - c. "Z" flaps over the entrances to all areas where removal occurs.
  - d. Pre-Cleaning of interior by HEPA vacuuming and wet wiping with TSP throughout.
5. Sufficient "signage" in the form of pre-printed barrier tape shall be placed around the perimeter of the immediate work area in such a way as to prevent accidental encroachment by unauthorized personnel.
6. For exterior abatement, a double layer of 6 mil poly shall be securely attached to the perimeter of the building, at a minimum distance of 10 feet where possible. This barrier may be attached in increments as work progresses around the building. All poly will be removed daily and cleaned and disposed of properly before leaving the work site. In the event of winds in excess of 20 mph, work will stop and all debris cleaned up immediately.
7. No work may proceed without the approval of the Owner or his Representative after all preparation has been met.
8. Toilet facilities sufficient for the number of workers on this project shall be the responsibility of the Contractor.
9. Disposal bins of the proper type shall be the responsibility of the Contractor and shall be securely locked at the end of each day. All bins upon being filled shall be removed to the proper landfill as soon as possible.
10. A secure, locked storage area for all volatile chemicals is to be used.
11. In addition the Contractor must comply with the directions of the Owner or the Owner's Representative as the situation dictates.

#### **4.05 DISPOSAL OF WASTE MATERIALS**

1. Building components on which the lead based paint is intact may be disposed of as non-hazardous construction debris, according to EPA and Cal EPA officials.
2. The following materials may be classified as non-hazardous for this project. The Owner or his Representative may reverse this presumption, based on contractor work practices or test results.
  - a. Disposable work clothes and respirator filters.
  - b. Filtered wash water.
  - c. Wet-wiped or HEPA-vacuumed plastic sheeting.
3. The following materials are presumed to be hazardous.
  - a. Paint chips
  - b. HEPA vacuum debris and filters, dust from air filters and paint dust.
  - c. Unfiltered liquid waste.
  - d. Sludge from stripping.
  - e. Rags, sponges, mops, scrapers and other materials used.
4. **It is the responsibility of the Contractor to comply with all RCRA, EPA and DOT regulations and any State or local regulations. In the case of conflict, the more stringent rule applies.**
5. **The contractor will be responsible for assisting the property owner in obtaining and completing all relevant permits, licenses, manifests, etc. for hazardous waste disposal.**

#### **4.06 DAMAGES**

1. The Contractor shall be responsible for the protection of all areas impacted by the scope of work, and the areas adjacent to substrates that are disturbed or damaged by this work.  
**Damages to non-protected areas, either accidental or from lack of due diligence, shall be repaired or replaced at the Abatement Contractor's expense.**

#### **4.07 CLEARANCE TESTING AND STANDARDS**

Two separate post abatement clearance inspections will be conducted at this property. The first inspection will consist of a visual inspection to verify that all lead related work was completed as specified. After passing the visual inspection, the general contractor will be allowed to begin general construction activities. The second inspection will consist of collecting wipe samples to quantify the amount of residual lead in dust that remains on horizontal surfaces. Since this second test will be conducted after general construction activities, **THE ABATEMENT CONTRACTOR SHOULD PLAN ON PERFORMING FINAL CLEAN-UP ACTIVITIES AFTER ALL CONSTRUCTION HAS BEEN COMPLETED.**

1. After the abatement, clean-up, and waste removal, the Owner, Owner's representative, or General Contractor will conduct a visual inspection before any other rehabilitation activities begin. **It is strongly recommended that the Abatement Contractor is present for this inspection.**
2. The visual inspection will:
  - Verify that visible dust or paint chips are not present in any of the work areas or adjacent to the work areas.
  - Verify that all work was completed as specified.
  - Survey any collateral damages caused by the abatement contractor and establish a timetable for repairs.
3. Clearance samples will be collected by the Owner or Owner's Representative after ALL construction activities have been completed. Clearance samples shall be taken according to HUD LBP Guidelines and analyzed by a qualified laboratory. *The cost of initial clearance sampling will be the responsibility of the client.*
4. Wipe sample clearance is as follows:
  - a. Interior Floors 40  $\mu\text{g} / \text{ft}^2$  (micrograms per square foot)
  - b. Interior Window Sills 250  $\mu\text{g} / \text{ft}^2$
  - c. Window Wells/Troughs 400  $\mu\text{g} / \text{ft}^2$
  - d. Other Exterior Surfaces 400  $\mu\text{g} / \text{ft}^2$
5. Depending on the nature of the abatement and the types of methods employed, other clearance criteria may be established before the work begins.
6. **If the test results are higher than permissible, the Abatement Contractor will be directed to re-clean until acceptable levels are met. The cost of any subsequent clearance inspections (including re-sampling costs) will be charged back to the abatement contractor through the property owner.**

#### **4.08 ABATEMENT OF LBP COMPONENTS**

The following treatments, except as noted on a room by room basis, will be utilized at this property.

- **Removal** - The specified component(s) will be removed. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOORS OR WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.
- **Enclosure** - The specified surface shall be enclosed with a durable building material that is suitable for the intended application.
- **Encapsulation** - All loose paint will be removed followed by covering with an acceptable encapsulant. Any surface treated in this manner MUST BE "PAINT READY."
- **Paint Removal** - All paint on the specified component must be removed down to bare substrate followed by sealing with a high quality primer that is compatible with the underlying substrate and the intended paint.
- **Paint Stabilization (Intacting)** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE "PAINT READY."

**Sampling during the lead inspection/risk assessment was representative and any components that were not tested but similar to those components that tested positive for LBP should be considered and treated as lead laden.**

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>1) <b><i>Interior Window Sills in All Rooms (Originally Part of Exterior Wells)</i></b> – Since these window sills are “non-friction surfaces,” the lead-laden window sill may simply be intact and sealed with a suitable encapsulant that is compatible with the underlying substrate and the intended paint. Any loose and peeling paint that can be lifted with thumbnail pressure will be removed from the window components. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p> <p><b><i>Alternatively</i></b> - The lead-laden window sills may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p> <p>Number of windows to be treated: _____</p>	\$
<p>2) <b><i>Bathroom - Ceramic Tiled Walls in Shower</i></b> - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><b><i>Alternatively</i></b> - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	\$

<b><u>Work Requested -</u></b>	<b><u>Estimated Cost</u></b>
<p>3) <b><i>Exterior Door Frame at Living Room</i></b> – All paint on the “<b><i>friction</i></b>” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p> <p><b><i>Alternatively</i></b> - The lead-laden door frame may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$</p> <p>\$</p>
<p>4) <b><i>Exterior Door, Door Frame &amp; Threshold at Laundry Room</i></b> – All paint on the “<b><i>friction</i></b>” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p> <p><b><i>Alternatively</i></b> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$</p> <p>\$</p>
<p>5) <b><i>Roof Trim (House and Garage on All Sides)</i></b> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p>	<p>\$</p>





<b><u>Work Requested -</u></b>	<b><u>Estimated Cost</u></b>
<p>6) <b><i>Columns and Beams at Front Porch</i></b> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p>	\$
<p>7) <b><i>Exterior Door Frame at Garage (North Side)</i></b> – All paint on the “friction” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p>	\$
<p><b><i>Alternatively</i></b> - The lead-laden door frame may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	\$

<u><b>Work Requested -</b></u>	<u><b>Estimated Cost</b></u>
<p>8) <b>Exterior Window Components at Garage</b> - All paint on the "<b>friction</b>" portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window (<i>friction and non-friction surfaces</i>). Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p> <p><i>Alternatively</i> - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. <b>ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</b></p> <p>Number of windows to be treated: _____</p>	<p>\$</p> <p>\$</p>
<p>9) <b>Garage Door Frame</b> - All paint on the garage door frame must be removed down to bare substrate followed by sealing with a high quality primer that is compatible with the underlying substrate and the intended paint. <b>MUST BE REPAINTED.</b></p>	<p>\$</p>
<p>10) Because the dust wipe samples indicated a level of lead <b>above</b> the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned (<i>HEPA / TSP Equivalent / HEPA</i>).</p>	<p>\$</p>
<p>11) <b>Waste Disposal (Hazardous &amp; Non-hazardous)</b></p>	<p>\$</p>
<p>12) <b>Total Lead Abatement Cost</b></p>	<p>\$</p>



All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: \_\_\_\_\_ Date of Bid: \_\_\_\_\_

Company Phone #: \_\_\_\_\_ Total amount of Bid: \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_ Estimated Time of Completion: \_\_\_\_\_

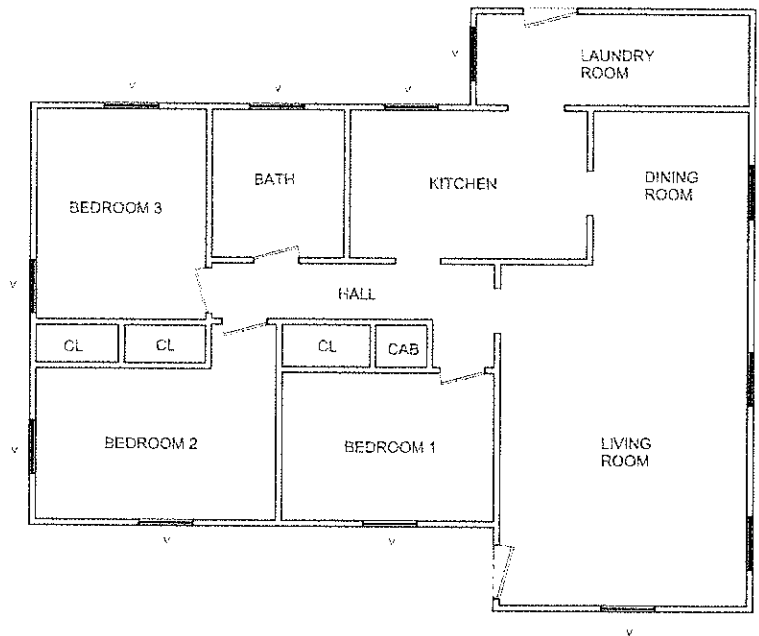
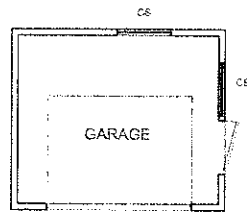
I \_\_\_\_\_ hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

\_\_\_\_\_ Authorized Signature

# APPENDIX

## A

*MAP(S)*



Window Key:  
CS = Casement  
V = Vinyl

Rivera Residence  
1487 S. Mountain View  
Pomona, CA  
Project # 3006775



# APPENDIX

## B

*XRF FIELD DATA*

## SUMMARY OF INTERIOR

**Project Name:**Rivera Residence

**Project Number:**3006775

**Address:**1487 S. Mountain View  
Pomona CA, 91766

Component	Number Tested	Number Positive	Percent Positive	Number Negative	Percent Negative
Metal Heater Vent	2	0		2	100.00%
Plaster Ceiling	9	0		9	100.00%
Plaster Wall	36	0		36	100.00%
Tile Counter Top	1	0		1	100.00%
Tile Wall	2	1	50.00%	1	50.00%
Wood Attic Access	1	0		1	100.00%
Wood Baseboard	9	0		9	100.00%
Wood Cabinet Door	5	0		5	100.00%
Wood Cabinet Frame	5	0		5	100.00%
Wood Cabinet Shelf	5	0		5	100.00%
Wood Closet Door	3	0		3	100.00%
Wood Closet Door Frame	3	0		3	100.00%
Wood Closet Shelf	3	0		3	100.00%
Wood Closet Shelf Support	3	0		3	100.00%
Wood Door	6	0		6	100.00%
Wood Door Frame	9	0		9	100.00%
Wood Floor	3	0		3	100.00%
Wood Frame	1	0		1	100.00%
Wood Ironing Bd Case	1	0		1	100.00%
Wood Ironing Bd Door	1	0		1	100.00%
Wood Threshold	1	0		1	100.00%
Wood Window Frame	11	0		11	100.00%
Wood Window Sill	22	10	45.45%	12	54.55%
<b>Totals:</b>	<b>142</b>	<b>11</b>		<b>131</b>	

Testing done in compliance with current L.A. County DHS guidelines for XRF.

## SUMMARY OF EXTERIOR

**Project Name:**Rivera Residence

**Project Number:**3006775

**Address:**1487 S. Mountain View

Pomona CA, 91766

Component	Number Tested	Number Positive	Percent Positive	Number Negative	Percent Negative
Concrete Deck	2	0		2	100.00%
Concrete Floor	1	0		1	100.00%
Concrete Riser	2	0		2	100.00%
Concrete Tread	2	0		2	100.00%
Metal Awning	2	0		2	100.00%
Metal Beam	1	0		1	100.00%
Metal Ceiling	1	0		1	100.00%
Metal Column	1	0		1	100.00%
Metal Garage Door	1	0		1	100.00%
Metal Gutter	1	0		1	100.00%
Metal Security Door	2	0		2	100.00%
Stucco Wall	12	0		12	100.00%
Vinyl Window Frame	6	0		6	100.00%
Wood Access Panel	1	0		1	100.00%
Wood Beam	1	1	100.00%	0	
Wood Bench	1	0		1	100.00%
Wood Ceiling	1	0		1	100.00%
Wood Column	1	1	100.00%	0	
Wood Door	3	1	33.33%	2	66.67%
Wood Door Frame	3	3	100.00%	0	
Wood Eaves	8	8	100.00%	0	
Wood Fascia	8	3	37.50%	5	62.50%
Wood Garage Door Frame	1	1	100.00%	0	
Wood Rafters	8	8	100.00%	0	
Wood Threshold	2	1	50.00%	1	50.00%
Wood Window Frame	2	2	100.00%	0	
Wood Window Sash	2	2	100.00%	0	
Wood Window Well	2	2	100.00%	0	
<b>Totals:</b>	<b>78</b>	<b>33</b>		<b>45</b>	

Testing done in compliance with current L.A. County DHS guidelines for XRF.



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## SUMMARY OF COMMON

**Project Name:**Rivera Residence

**Project Number:**3006775

**Address:**1487 S. Mountain View  
Pomona CA, 91766

Component	Number Tested	Number Positive	Percent Positive	Number Negative	Percent Negative
Wood 0.0 mg/cm2 Standard	6	0		6	100.00%
Wood 1.0 mg/cm2 Standard	6	6	100.00%	0	
Totals:	12	6		6	

Testing done in compliance with current L.A. County DHS guidelines for XRF.

**LEAD  
CONTAINING  
COMPONENTS  
LIST**

# Interior Lead Containing Components List

Project Name: Rivera Residence  
Address: 1487 S. Mountain View  
Pomona, CA 91766

Project Number: 3006775  
Protocol: LA County

Sample	Side	Testing Combination	Room Equivalent	Lead	Results	Condition	Comments
12	A	Wood Window Sill	Interior Living Room	0.7	POSITIVE	Intact	Vinyl- Originally Window Well
15	D	Wood Window Sill	Interior Living Room	0.7	POSITIVE	Intact	Vinyl- Originally Window Well
40	A	Wood Window Sill	Interior Bedroom 1	1.7	POSITIVE	Intact	Vinyl- Originally Window Well
55	A	Wood Window Sill	Interior Bedroom 2	2.1	POSITIVE	Intact	Vinyl- Originally Window Well
58	B	Wood Window Sill	Interior Bedroom 2	1.9	POSITIVE	Intact	Vinyl- Originally Window Well
73	B	Wood Window Sill	Interior Bedroom 3	1.6	POSITIVE	Intact	Vinyl- Originally Window Well
76	C	Wood Window Sill	Interior Bedroom 3	2.0	POSITIVE	Intact	Vinyl- Originally Window Well
92	C	Wood Window Sill	Interior Bathroom	1.5	POSITIVE	Intact	Vinyl- Originally Window Well
108		Tile Wall	Interior Bathroom	4.2	POSITIVE	Intact	Shower
110	D	Wood Window Sill	Interior Dining Room	1.5	POSITIVE	Intact	Vinyl- Originally Window Well
141	B	Wood Window Sill	Interior Laundry Room	2.8	POSITIVE	Intact	Vinyl- Originally Window Well

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

## Exterior Lead Containing Components List

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Side	Testing Combination	Room Equivalent	Lead	Results	Condition	Comments
8	B	Wood Door Frame	Exterior Living Room	1.2	POSITIVE	DETERIORATED	
134	C	Wood Door	Exterior Laundry Room	3.5	POSITIVE	DETERIORATED	
135	C	Wood Door Frame	Exterior Laundry Room	2.1	POSITIVE	DETERIORATED	
136	C	Wood Threshold	Exterior Laundry Room	1.3	POSITIVE	Intact	
160	A	Wood Eaves	Perimeter Exterior East Side	2.9	POSITIVE	DETERIORATED	
161	A	Wood Rafter	Perimeter Exterior East Side	4.1	POSITIVE	DETERIORATED	
162	A	Wood Fascia	Perimeter Exterior East Side	4.3	POSITIVE	Intact	
163	A	Wood Column	Perimeter Exterior East Side	1.3	POSITIVE	DETERIORATED	Porch
164	A	Wood Beam	Perimeter Exterior East Side	1.9	POSITIVE	Intact	Porch
173	B	Wood Eaves	Perimeter Exterior South Side	3.5	POSITIVE	DETERIORATED	
174	B	Wood Rafter	Perimeter Exterior South Side	2.6	POSITIVE	DETERIORATED	
182	C	Wood Eaves	Perimeter Exterior West Side	2.4	POSITIVE	DETERIORATED	
183	C	Wood Rafter	Perimeter Exterior West Side	1.9	POSITIVE	DETERIORATED	
197	D	Wood Eaves	Perimeter Exterior North Side	1.8	POSITIVE	DETERIORATED	
198	D	Wood Rafter	Perimeter Exterior North Side	3.1	POSITIVE	DETERIORATED	
199	D	Wood Fascia	Perimeter Exterior North Side	1.7	POSITIVE	DETERIORATED	
201	D	Wood Door Frame	Perimeter Exterior Garage	1.7	POSITIVE	DETERIORATED	
202	C	Wood Window Well	Perimeter Exterior Garage	9.9	POSITIVE	Intact	Casement
203	C	Wood Window Sash	Perimeter Exterior Garage	6.1	POSITIVE	Intact	Casement
204	C	Wood Window Frame	Perimeter Exterior Garage	2.7	POSITIVE	Intact	Casement
205	D	Wood Window Well	Perimeter Exterior Garage	9.9	POSITIVE	DETERIORATED	Casement
206	D	Wood Window Sash	Perimeter Exterior Garage	5.7	POSITIVE	DETERIORATED	Casement
207	D	Wood Window Frame	Perimeter Exterior Garage	8.2	POSITIVE	DETERIORATED	Casement
212	A	Wood Eaves	Perimeter Exterior Garage	3.4	POSITIVE	DETERIORATED	
213	A	Wood Rafter	Perimeter Exterior Garage	3.1	POSITIVE	Intact	
214	A	Wood Fascia	Perimeter Exterior Garage	0.9	POSITIVE	DETERIORATED	
215	B	Wood Eaves	Perimeter Exterior Garage	4.4	POSITIVE	DETERIORATED	
216	B	Wood Rafter	Perimeter Exterior Garage	5.2	POSITIVE	DETERIORATED	
218	C	Wood Eaves	Perimeter Exterior Garage	1.6	POSITIVE	DETERIORATED	

L.A. County DHS action level for lead paint is 0.7 mg/cm<sup>2</sup>.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm<sup>2</sup>.

## Common Lead Containing Components List

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Side	Testing Combination	Room Equivalent	Lead	Results	Condition	Comments
4		Wood 1.0 mg/cm2 Standard	Calibration Common Start of Job	1.0	POSITIVE	Intact	
5		Wood 1.0 mg/cm2 Standard	Calibration Common Start of Job	1.0	POSITIVE	Intact	
6		Wood 1.0 mg/cm2 Standard	Calibration Common Start of Job	1.1	POSITIVE	Intact	
230		Wood 1.0 mg/cm2 Standard	Calibration Common End of Job	0.9	POSITIVE	Intact	
231		Wood 1.0 mg/cm2 Standard	Calibration Common End of Job	1.0	POSITIVE	Intact	
232		Wood 1.0 mg/cm2 Standard	Calibration Common End of Job	1.0	POSITIVE	Intact	

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

# **FIELD DATA**

# FIELD DATA REPORT

Project Name: Rivera Residence  
Address: 1487 S. Mountain View  
Pomona, CA 91766

Project Number: 3006775  
Protocol: LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
1	Calibration	Common Start of Job		0.0 mg/cm2 Standard	Wood	Intact	0.0	Negative	
2	Calibration	Common Start of Job		0.0 mg/cm2 Standard	Wood	Intact	0.1	Negative	
3	Calibration	Common Start of Job		0.0 mg/cm2 Standard	Wood	Intact	0.1	Negative	
4	Calibration	Common Start of Job		1.0 mg/cm2 Standard	Wood	Intact	1.0	POSITIVE	
5	Calibration	Common Start of Job		1.0 mg/cm2 Standard	Wood	Intact	1.0	POSITIVE	
6	Calibration	Common Start of Job		1.0 mg/cm2 Standard	Wood	Intact	1.1	POSITIVE	
7	Exterior Living Room	B Door			Wood	DETERIORATED	0.1	Negative	
8	Exterior Living Room	B Door Frame			Wood	DETERIORATED	1.2	POSITIVE	
9	Exterior Living Room	B Threshold			Wood	Intact	0.0	Negative	
10	Interior Living Room	B Door			Wood	Intact	0.0	Negative	
11	Interior Living Room	B Door Frame			Wood	Intact	0.3	Negative	
12	Interior Living Room	A Window Sill			Wood	Intact	0.7	POSITIVE	Vinyl- Originally Window Well
13	Interior Living Room	A Window Sill			Wood	Intact	0.2	Negative	Vinyl
14	Interior Living Room	A Window Frame			Wood	Intact	0.2	Negative	Vinyl
15	Interior Living Room	D Window Sill			Wood	Intact	0.7	POSITIVE	Vinyl- Originally Window Well
16	Interior Living Room	D Window Sill			Wood	Intact	0.1	Negative	Vinyl
17	Interior Living Room	D Window Frame			Wood	Intact	0.2	Negative	Vinyl
18	Interior Living Room	A Wall			Plaster	Intact	0.0	Negative	
19	Interior Living Room	B Wall			Plaster	Intact	0.1	Negative	
20	Interior Living Room	C Wall			Plaster	Intact	0.1	Negative	
21	Interior Living Room	D Wall			Plaster	Intact	0.0	Negative	
22	Interior Living Room	Baseboard			Wood	Intact	0.3	Negative	
23	Interior Living Room	Heater Vent			Metal	Intact	0.0	Negative	
24	Interior Living Room	Ceiling			Plaster	Intact	0.2	Negative	
25	Interior Living Room	Floor			Wood	Intact	0.0	Negative	
26	Interior Hall	A Cabinet Frame			Wood	Intact	0.1	Negative	
27	Interior Hall	A Cabinet Door			Wood	Intact	0.2	Negative	
28	Interior Hall	A Cabinet Shelf			Wood	Intact	0.1	Negative	
29	Interior Hall	A Wall			Plaster	Intact	0.0	Negative	

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

# FIELD DATA REPORT

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
30		Interior Hall	B	Wall	Plaster	Intact	0.2	Negative	
31		Interior Hall	C	Wall	Plaster	Intact	0.1	Negative	
32		Interior Hall	D	Wall	Plaster	Intact	0.1	Negative	
33		Interior Hall		Baseboard	Wood	Intact	0.0	Negative	
34		Interior Hall		Heater Vent	Metal	Intact	0.1	Negative	
35		Interior Hall		Ceiling	Plaster	Intact	0.1	Negative	
36		Interior Hall		Floor	Wood	Intact	0.0	Negative	
37		Interior Hall		Attic Access	Wood	Intact	0.2	Negative	
38		Interior Bedroom 1	C	Door	Wood	Intact	0.2	Negative	
39		Interior Bedroom 1	C	Door Frame	Wood	Intact	0.3	Negative	
40		Interior Bedroom 1	A	Window Sill	Wood	Intact	1.7	POSITIVE	Vinyl- Originally Window Well
41		Interior Bedroom 1	A	Window Sill	Wood	Intact	0.0	Negative	Vinyl
42		Interior Bedroom 1	A	Window Frame	Wood	Intact	0.1	Negative	Vinyl
43		Interior Bedroom 1	C	Closet Door	Wood	Intact	0.1	Negative	
44		Interior Bedroom 1	C	Closet Door Frame	Wood	Intact	0.0	Negative	
45		Interior Bedroom 1	C	Closet Shelf	Wood	Intact	0.0	Negative	
46		Interior Bedroom 1	C	Closet Shelf Support	Wood	Intact	0.3	Negative	
47		Interior Bedroom 1	A	Wall	Plaster	Intact	0.2	Negative	
48		Interior Bedroom 1	B	Wall	Plaster	Intact	0.0	Negative	
49		Interior Bedroom 1	C	Wall	Plaster	Intact	0.0	Negative	
50		Interior Bedroom 1	D	Wall	Plaster	Intact	0.1	Negative	
51		Interior Bedroom 1		Baseboard	Wood	Intact	0.2	Negative	
52		Interior Bedroom 1		Ceiling	Plaster	Intact	0.0	Negative	
53		Interior Bedroom 2	C	Door	Wood	Intact	0.1	Negative	
54		Interior Bedroom 2	C	Door Frame	Wood	Intact	0.1	Negative	
55		Interior Bedroom 2	A	Window Sill	Wood	Intact	2.1	POSITIVE	Vinyl- Originally Window Well
56		Interior Bedroom 2	A	Window Sill	Wood	Intact	0.0	Negative	Vinyl
57		Interior Bedroom 2	A	Window Frame	Wood	Intact	0.2	Negative	Vinyl
58		Interior Bedroom 2	B	Window Sill	Wood	Intact	1.9	POSITIVE	Vinyl- Originally Window Well

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.



# FIELD DATA REPORT

Project Name: Rivera Residence  
Address: 1487 S. Mountain View  
Pomona, CA 91766

Project Number: 3006775  
Protocol: LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
59		Interior Bedroom 2	B	Window Sill	Wood	Intact	0.1	Negative	Vinyl
60		Interior Bedroom 2	B	Window Frame	Wood	Intact	0.1	Negative	Vinyl
61		Interior Bedroom 2	C	Closet Door	Wood	Intact	0.0	Negative	
62		Interior Bedroom 2	C	Closet Door Frame	Wood	Intact	0.2	Negative	
63		Interior Bedroom 2	C	Closet Shelf	Wood	DETERIORATED	0.2	Negative	
64		Interior Bedroom 2	C	Closet Shelf Support	Wood	Intact	0.0	Negative	
65		Interior Bedroom 2	A	Wall	Plaster	Intact	0.1	Negative	
66		Interior Bedroom 2	B	Wall	Plaster	Intact	0.1	Negative	
67		Interior Bedroom 2	C	Wall	Plaster	Intact	0.0	Negative	
68		Interior Bedroom 2	D	Wall	Plaster	Intact	0.0	Negative	
69		Interior Bedroom 2		Baseboard	Wood	Intact	0.2	Negative	
70		Interior Bedroom 2		Ceiling	Plaster	Intact	0.1	Negative	
71		Interior Bedroom 3	D	Door	Wood	Intact	0.0	Negative	
72		Interior Bedroom 3	D	Door Frame	Wood	Intact	0.2	Negative	
73		Interior Bedroom 3	B	Window Sill	Wood	Intact	1.6	POSITIVE	Vinyl- Originally Window Well
74		Interior Bedroom 3	B	Window Sill	Wood	Intact	0.1	Negative	Vinyl
75		Interior Bedroom 3	B	Window Frame	Wood	Intact	0.3	Negative	Vinyl
76		Interior Bedroom 3	C	Window Sill	Wood	Intact	2.0	POSITIVE	Vinyl- Originally Window Well
77		Interior Bedroom 3	C	Window Sill	Wood	Intact	0.0	Negative	Vinyl
78		Interior Bedroom 3	C	Window Frame	Wood	Intact	0.2	Negative	Vinyl
79		Interior Bedroom 3	A	Closet Door	Wood	Intact	0.2	Negative	
80		Interior Bedroom 3	A	Closet Door Frame	Wood	Intact	0.0	Negative	
81		Interior Bedroom 3	A	Closet Shelf	Wood	Intact	0.1	Negative	
82		Interior Bedroom 3	A	Closet Shelf Support	Wood	Intact	0.1	Negative	
83		Interior Bedroom 3	A	Wall	Plaster	Intact	0.0	Negative	
84		Interior Bedroom 3	B	Wall	Plaster	Intact	0.2	Negative	
85		Interior Bedroom 3	C	Wall	Plaster	Intact	0.0	Negative	
86		Interior Bedroom 3	D	Wall	Plaster	Intact	0.2	Negative	
87		Interior Bedroom 3		Baseboard	Wood	Intact	0.2	Negative	

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

## FIELD DATA REPORT

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
88		Interior Bedroom 3		Ceiling	Plaster	Intact	0.1	Negative	
89		Interior Bedroom 3		Floor	Wood	Intact	0.0	Negative	
90		Interior Bathroom	A	Door	Wood	Intact	0.2	Negative	
91		Interior Bathroom	A	Door Frame	Wood	Intact	0.0	Negative	
92		Interior Bathroom	C	Window Sill	Wood	Intact	1.5	POSITIVE	Vinyl- Originally Window Well
93		Interior Bathroom	C	Window Sill	Wood	Intact	0.0	Negative	Vinyl
94		Interior Bathroom	C	Window Frame	Wood	Intact	0.2	Negative	Vinyl
95		Interior Bathroom	A	Cabinet Frame	Wood	Intact	0.2	Negative	
96		Interior Bathroom	A	Cabinet Door	Wood	Intact	0.2	Negative	
97		Interior Bathroom	A	Cabinet Shelf	Wood	Intact	0.0	Negative	
98		Interior Bathroom	C	Cabinet Frame	Wood	Intact	0.0	Negative	
99		Interior Bathroom	C	Cabinet Door	Wood	Intact	0.0	Negative	
100		Interior Bathroom	C	Cabinet Shelf	Wood	Intact	0.0	Negative	
101		Interior Bathroom	C	Counter Top	Tile	Intact	0.1	Negative	
102		Interior Bathroom	A	Wall	Plaster	Intact	0.0	Negative	
103		Interior Bathroom	B	Wall	Plaster	Intact	0.2	Negative	
104		Interior Bathroom	C	Wall	Plaster	Intact	0.1	Negative	
105		Interior Bathroom	D	Wall	Plaster	Intact	0.2	Negative	
106		Interior Bathroom		Baseboard	Wood	Intact	0.2	Negative	
107		Interior Bathroom		Ceiling	Plaster	Intact	0.0	Negative	
108		Interior Bathroom		Wall	Tile	Intact	4.2	POSITIVE	Shower
109		Interior Bathroom	C	Wall	Tile	Intact	0.0	Negative	Backsplash
110		Interior Dining Room	D	Window Sill	Wood	Intact	1.5	POSITIVE	Vinyl- Originally Window Well
111		Interior Dining Room	D	Window Sill	Wood	Intact	0.2	Negative	Vinyl
112		Interior Dining Room	D	Window Frame	Wood	Intact	0.1	Negative	Vinyl
113		Interior Dining Room	A	Wall	Plaster	Intact	0.2	Negative	
114		Interior Dining Room	B	Wall	Plaster	Intact	0.1	Negative	
115		Interior Dining Room	C	Wall	Plaster	Intact	0.0	Negative	
116		Interior Dining Room	D	Wall	Plaster	Intact	0.1	Negative	

L.A. County DHS action level for lead paint is 0.7 mg/cm<sup>2</sup>.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm<sup>2</sup>.

# FIELD DATA REPORT

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
117		Interior Dining Room		Baseboard	Wood	Intact	0.0	Negative	
118		Interior Dining Room		Ceiling	Plaster	Intact	0.1	Negative	
119		Interior Dining Room	B	Frame	Wood	Intact	0.1	Negative	Pass Through
120		Interior Kitchen	C	Door Frame	Wood	Intact	0.1	Negative	
121		Interior Kitchen	D	Door Frame	Wood	Intact	0.0	Negative	
122		Interior Kitchen	C	Window Sill	Wood	Intact	0.2	Negative	Vinyl- Originally Window Well
123		Interior Kitchen	C	Window Sill	Wood	Intact	0.2	Negative	Vinyl
124		Interior Kitchen	C	Window Frame	Wood	Intact	0.1	Negative	Vinyl
125		Interior Kitchen		Cabinet Frame	Wood	DETERIORATED	0.1	Negative	
126		Interior Kitchen		Cabinet Door	Wood	DETERIORATED	0.1	Negative	
127		Interior Kitchen		Cabinet Shelf	Wood	Intact	0.2	Negative	
128		Interior Kitchen	A	Wall	Plaster	DETERIORATED	0.2	Negative	
129		Interior Kitchen	B	Wall	Plaster	Intact	0.1	Negative	
130		Interior Kitchen	C	Wall	Plaster	Intact	0.0	Negative	
131		Interior Kitchen	D	Wall	Plaster	Intact	0.0	Negative	
132		Interior Kitchen		Baseboard	Wood	Intact	0.2	Negative	
133		Interior Kitchen		Ceiling	Plaster	Intact	0.1	Negative	
134		Exterior Laundry Room	C	Door	Wood	DETERIORATED	3.5	POSITIVE	
135		Exterior Laundry Room	C	Door Frame	Wood	DETERIORATED	2.1	POSITIVE	
136		Exterior Laundry Room	C	Threshold	Wood	Intact	1.3	POSITIVE	
137		Interior Laundry Room	C	Door	Wood	Intact	0.0	Negative	
138		Interior Laundry Room	C	Door Frame	Wood	DETERIORATED	0.4	Negative	
139		Interior Laundry Room	C	Threshold	Wood	Intact	0.1	Negative	
140		Interior Laundry Room	A	Door Frame	Wood	Intact	0.2	Negative	
141		Interior Laundry Room	B	Window Sill	Wood	Intact	2.8	POSITIVE	Vinyl- Originally Window Well
142		Interior Laundry Room	B	Window Sill	Wood	Intact	0.0	Negative	Vinyl
143		Interior Laundry Room	B	Window Frame	Wood	Intact	0.3	Negative	Vinyl
144		Interior Laundry Room	A	Ironing Bd Door	Wood	Intact	0.0	Negative	
145		Interior Laundry Room	A	Ironing Bd Case	Wood	Intact	0.2	Negative	

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

# FIELD DATA REPORT

Project Name: Rivera Residence  
Address: 1487 S. Mountain View  
Pomona, CA 91766

Project Number: 3006775  
Protocol: LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
146		Interior Laundry Room	D	Cabinet Frame	Wood	Intact	0.1	Negative	
147		Interior Laundry Room	D	Cabinet Door	Wood	Intact	0.2	Negative	
148		Interior Laundry Room	D	Cabinet Shelf	Wood	Intact	0.1	Negative	
149		Interior Laundry Room	A	Wall	Plaster	Intact	0.0	Negative	
150		Interior Laundry Room	B	Wall	Plaster	Intact	0.1	Negative	
151		Interior Laundry Room	C	Wall	Plaster	Intact	0.2	Negative	
152		Interior Laundry Room	D	Wall	Plaster	Intact	0.2	Negative	
153		Interior Laundry Room		Baseboard	Wood	Intact	0.1	Negative	
154		Interior Laundry Room		Ceiling	Plaster	Intact	0.0	Negative	
155	Perimeter	Exterior East Side	A	Window Frame	Vinyl	Intact	0.0	Negative	Vinyl
156	Perimeter	Exterior East Side	A	Window Frame	Vinyl	Intact	0.0	Negative	Vinyl
157	Perimeter	Exterior East Side	A	Awning	Metal	Intact	0.1	Negative	
158	Perimeter	Exterior East Side	A	Wall	Stucco	Intact	0.3	Negative	
159	Perimeter	Exterior East Side	A	Wall	Stucco	Intact	0.1	Negative	
160	Perimeter	Exterior East Side	A	Eaves	Wood	DETERIORATED	2.9	POSITIVE	
161	Perimeter	Exterior East Side	A	Rafters	Wood	DETERIORATED	4.1	POSITIVE	
162	Perimeter	Exterior East Side	A	Fascia	Wood	Intact	4.3	POSITIVE	
163	Perimeter	Exterior East Side	A	Column	Wood	DETERIORATED	1.3	POSITIVE	Porch
164	Perimeter	Exterior East Side	A	Beam	Wood	Intact	1.9	POSITIVE	Porch
165	Perimeter	Exterior East Side	A	Ceiling	Wood	Intact	0.0	Negative	Porch
166	Perimeter	Exterior East Side	A	Deck	Concrete	Intact	0.0	Negative	Porch
167	Perimeter	Exterior East Side	A	Tread	Concrete	Intact	0.2	Negative	Porch
168	Perimeter	Exterior East Side	A	Riser	Concrete	Intact	0.2	Negative	Porch
169	Perimeter	Exterior South Side	B	Security Door	Metal	Intact	0.1	Negative	
170	Perimeter	Exterior South Side	B	Window Frame	Vinyl	Intact	0.0	Negative	Vinyl
171	Perimeter	Exterior South Side	B	Wall	Stucco	DETERIORATED	0.2	Negative	
172	Perimeter	Exterior South Side	B	Wall	Stucco	Intact	0.2	Negative	
173	Perimeter	Exterior South Side	B	Eaves	Wood	DETERIORATED	3.5	POSITIVE	
174	Perimeter	Exterior South Side	B	Rafters	Wood	DETERIORATED	2.6	POSITIVE	

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Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

## FIELD DATA REPORT

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

**Project Number:** 3006775  
**Protocol:** LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
175	Perimeter	Exterior South Side	B	Fascia	Wood	Intact	0.0	Negative	
176	Perimeter	Exterior West Side	C	Security Door	Metal	Intact	0.0	Negative	
177	Perimeter	Exterior West Side	C	Window Frame	Vinyl	Intact	0.0	Negative	Vinyl
178	Perimeter	Exterior West Side	C	Window Frame	Vinyl	Intact	0.0	Negative	Vinyl
179	Perimeter	Exterior West Side	C	Awning	Metal	Intact	0.1	Negative	
180	Perimeter	Exterior West Side	C	Wall	Stucco	Intact	0.2	Negative	
181	Perimeter	Exterior West Side	C	Wall	Stucco	Intact	0.0	Negative	
182	Perimeter	Exterior West Side	C	Eaves	Wood	DETERIORATED	2.4	POSITIVE	
183	Perimeter	Exterior West Side	C	Rafters	Wood	DETERIORATED	1.9	POSITIVE	
184	Perimeter	Exterior West Side	C	Fascia	Wood	Intact	0.0	Negative	
185	Perimeter	Exterior West Side	C	Column	Metal	Intact	0.1	Negative	Patio
186	Perimeter	Exterior West Side	C	Beam	Metal	Intact	0.0	Negative	Patio
187	Perimeter	Exterior West Side	C	Ceiling	Metal	Intact	0.0	Negative	Patio
188	Perimeter	Exterior West Side	C	Access Panel	Wood	DETERIORATED	0.0	Negative	
189	Perimeter	Exterior West Side	C	Floor	Concrete	DETERIORATED	0.1	Negative	Patio
190	Perimeter	Exterior West Side	C	Deck	Concrete	DETERIORATED	0.0	Negative	Patio
191	Perimeter	Exterior West Side	C	Tread	Concrete	DETERIORATED	0.0	Negative	Patio
192	Perimeter	Exterior West Side	C	Riser	Concrete	DETERIORATED	0.2	Negative	Patio
193	Perimeter	Exterior West Side	C	Bench	Wood	DETERIORATED	0.1	Negative	
194	Perimeter	Exterior North Side	D	Window Frame	Vinyl	Intact	0.0	Negative	Vinyl
195	Perimeter	Exterior North Side	D	Wall	Stucco	Intact	0.2	Negative	
196	Perimeter	Exterior North Side	D	Wall	Stucco	Intact	0.4	Negative	
197	Perimeter	Exterior North Side	D	Eaves	Wood	DETERIORATED	1.8	POSITIVE	
198	Perimeter	Exterior North Side	D	Rafters	Wood	DETERIORATED	3.1	POSITIVE	
199	Perimeter	Exterior North Side	D	Fascia	Wood	DETERIORATED	1.7	POSITIVE	
200	Perimeter	Exterior Garage	D	Door	Wood	DETERIORATED	0.2	Negative	
201	Perimeter	Exterior Garage	D	Door Frame	Wood	DETERIORATED	1.7	POSITIVE	
202	Perimeter	Exterior Garage	C	Window Well	Wood	Intact	9.9	POSITIVE	Casement
203	Perimeter	Exterior Garage	C	Window Sash	Wood	Intact	6.1	POSITIVE	Casement

L.A. County DHS action level for lead paint is 0.7 mg/cm<sup>2</sup>.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm<sup>2</sup>.

## FIELD DATA REPORT

**Project Name:** Rivera Residence  
**Address:** 1487 S. Mountain View  
 Pomona, CA 91766

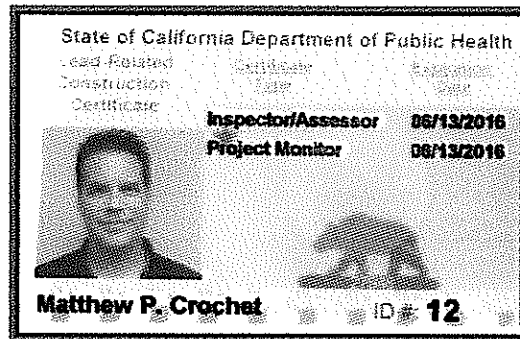
**Project Number:** 3006775  
**Protocol:** LA County

Sample	Unit ID / Location	Room Equivalent	Side	Component	Substrate	Condition	Lead	Results	Comments
204	Perimeter	Exterior Garage	C	Window Frame	Wood	Intact	2.7	POSITIVE	Casement
205	Perimeter	Exterior Garage	D	Window Well	Wood	DETERIORATED	9.9	POSITIVE	Casement
206	Perimeter	Exterior Garage	D	Window Sash	Wood	DETERIORATED	5.7	POSITIVE	Casement
207	Perimeter	Exterior Garage	D	Window Frame	Wood	DETERIORATED	8.2	POSITIVE	Casement
208	Perimeter	Exterior Garage	A	Wall	Stucco	Intact	0.0	Negative	
209	Perimeter	Exterior Garage	B	Wall	Stucco	Intact	0.2	Negative	
210	Perimeter	Exterior Garage	C	Wall	Stucco	Intact	0.2	Negative	
211	Perimeter	Exterior Garage	D	Wall	Stucco	Intact	0.1	Negative	
212	Perimeter	Exterior Garage	A	Eaves	Wood	DETERIORATED	3.4	POSITIVE	
213	Perimeter	Exterior Garage	A	Rafters	Wood	Intact	3.1	POSITIVE	
214	Perimeter	Exterior Garage	A	Fascia	Wood	DETERIORATED	0.9	POSITIVE	
215	Perimeter	Exterior Garage	B	Eaves	Wood	DETERIORATED	4.4	POSITIVE	
216	Perimeter	Exterior Garage	B	Rafters	Wood	DETERIORATED	5.2	POSITIVE	
217	Perimeter	Exterior Garage	B	Fascia	Wood	DETERIORATED	0.5	Negative	
218	Perimeter	Exterior Garage	C	Eaves	Wood	DETERIORATED	1.6	POSITIVE	
219	Perimeter	Exterior Garage	C	Rafters	Wood	DETERIORATED	2.4	POSITIVE	
220	Perimeter	Exterior Garage	C	Fascia	Wood	Intact	0.2	Negative	
221	Perimeter	Exterior Garage	D	Eaves	Wood	Intact	1.3	POSITIVE	
222	Perimeter	Exterior Garage	D	Rafters	Wood	Intact	2.0	POSITIVE	
223	Perimeter	Exterior Garage	D	Fascia	Wood	Intact	0.4	Negative	
224	Perimeter	Exterior Garage	A	Garage Door	Metal	Intact	0.0	Negative	
225	Perimeter	Exterior Garage	A	Garage Door Frame	Wood	DETERIORATED	1.8	POSITIVE	
226	Perimeter	Exterior Garage	A	Gutter	Metal	Intact	0.2	Negative	
227	Calibration	Common End of Job		0.0 mg/cm2 Standard	Wood	Intact	0.0	Negative	
228	Calibration	Common End of Job		0.0 mg/cm2 Standard	Wood	Intact	0.0	Negative	
229	Calibration	Common End of Job		0.0 mg/cm2 Standard	Wood	Intact	0.2	Negative	
230	Calibration	Common End of Job		1.0 mg/cm2 Standard	Wood	Intact	0.9	POSITIVE	
231	Calibration	Common End of Job		1.0 mg/cm2 Standard	Wood	Intact	1.0	POSITIVE	
232	Calibration	Common End of Job		1.0 mg/cm2 Standard	Wood	Intact	1.0	POSITIVE	

L.A. County DHS action level for lead paint is 0.7 mg/cm2.  
 Positive is defined as XRF sampling with levels at or above 0.7 mg/cm2.

# APPENDIX C

*PROJECT MONITOR / INSPECTOR / RISK ASSESSOR CERTIFICATE(S)*





# APPENDIX D

*INSURANCE CERTIFICATES*



# CERTIFICATE OF LIABILITY INSURANCE

BARR&amp;CL-01

LEACHE

DATE (MM/DD/YYYY)  
3/9/2015

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

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

PRODUCER License # 0E67768  
Legends Environmental Ins. Services  
130 Vantis  
Suite 250  
Aliso Viejo, CA 92656

CONTACT NAME: Elizabeth Leach  
PHONE (A/C No. Ext.): (800) 992-6999 FAX (A/C No.): (800) 999-3987  
E-MAIL ADDRESS: Elizabeth.Leach@loausa.com

INSURED  
  
Barr & Clark  
12684 Hoover Street  
Garden Grove, CA 92841

INSURER(S) AFFORDING COVERAGE  
INSURER A: Westchester Surplus Lines Insurance Company 10172  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD. DVID	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		G27568725 001	03/09/2015	03/09/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Eg occurrences) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Deductible \$ 2,500
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		G27568725 001	03/09/2015	03/09/2017	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab		G27568725 001	03/09/2015	03/09/2017	Each Claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*Professional Liability is written on a Claims Made basis.

## CERTIFICATE HOLDER

## CANCELLATION

NOTE: This is a copy of our general liability insurance. Your city or company's specific insurance is on file.

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

AUTHORIZED REPRESENTATIVE

For Bidding and Information

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



AGENCY CUSTOMER ID: BARR&amp;CL-01

LEACHE

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY <b>Legends Environmental Ins. Services</b>		License # 0E67768	NAMED INSURED <b>Barr &amp; Clark</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			12684 Hoover Street Garden Grove, CA 92841	
CARRIER <b>SEE PAGE 1</b>		NARC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**Remarks:****Additional Coverage****Contractors Pollution Liability Coverage Part \$2,000,000 Each Pollution Condition, \$2,500 Deductible**



P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2014

GROUP:  
POLICY NUMBER: 1917813-2014  
CERTIFICATE ID: 14  
CERTIFICATE EXPIRES: 07-01-2015  
07-01-2014/07-01-2015

*This is a copy of our general worker's  
compensation insurance. Your city or  
company's specific insurance is on file.*

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kent R. LaFollette".

Authorized Representative

A handwritten signature in black ink, appearing to read "Thomas E. Kane".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - MATTHEW CROCHET, PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - KIMBERLEY CROCHET, VP S T - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

BARR & CLARK, INC  
12684 HOOVER ST  
GARDEN GROVE CA 92841

SP



BARR&amp;CL-01

LEACHE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2015

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

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

PRODUCER License # 0E67768  
Legends Environmental Ins. Services  
130 Vantis  
Suite 250  
Aliso Viejo, CA 92656

CONTACT NAME: Elizabeth Leach

PHONE (A/C, No, Ext): (800) 992-6999

FAX (A/C, No): (800) 999-3987

E-MAIL ADDRESS: Elizabeth.Leach@loausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Westchester Surplus Lines Insurance Company 10172

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Barr & Clark  
12684 Hoover Street  
Garden Grove, CA 92841

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	G27568725 001	03/09/2015	03/09/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 2,500
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	G27568725 001	03/09/2015	03/09/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab		G27568725 001	03/09/2016	03/09/2017	Each Claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Huntington Park and its officers, employees, and agents are included as additional insureds with respects to work performed for them by the named insured. Insurance is primary.

\*Professional Liability is written on a Claims Made basis.

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BARR&amp;CL-01

LEACHE

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY <b>Legends Environmental Ins. Services</b>		License # 0E67768	NAMED INSURED Barr & Clark 12684 Hoover Street Garden Grove, CA 92841
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**Remarks:****Additional Coverage**

Contractors Pollution Liability Coverage Part \$2,000,000 Each Pollution Condition, \$2,500 Deductible

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Named Insured Barr & Clark, Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G27568725 001	Policy Period 03/09/2015 to 03/09/2017	Effective Date of Endorsement 03/09/2015
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT  
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

**Name of Person or Organization:**

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:**

**2. Exclusions**

This insurance does not apply to **bodily injury or property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Named Insured Barr & Clark, Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G27568725 001	Policy Period 03/09/2015 to 03/09/2017	Effective Date of Endorsement 03/09/2015
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS  
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

**Name of Person or Organization:**

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SECTION II - WHO IS AN INSURED** is amended to include:

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.



P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2014

GROUP:  
POLICY NUMBER: 1917813-2014  
CERTIFICATE ID: 52  
CERTIFICATE EXPIRES: 07-01-2015  
07-01-2014/07-01-2015

CITY OF HUNTINGTON PARK  
6550 MILES AVE  
HUNTINGTON PARK CA 90255-4302

SP

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kurt R. LaRue".

Authorized Representative

A handwritten signature in black ink, appearing to read "Thomas E. Rone".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - MATTHEW CROCHET, PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - KIMBERLEY CROCHET, VP S T - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

BARR & CLARK, INC  
12684 HOOVER ST  
GARDEN GROVE CA 92841

SP



# BARR & CLARK

Independent Environmental Testing  
Asbestos • Lead • Phase I

## Lead-Based Paint and/or Asbestos Consulting Request Form

(Please Print Clearly) Order Date: \_\_\_\_\_ Your Project Number: \_\_\_\_\_

Your Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: City of Huntington Park Fax: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

### Inspection and Subject Property Information (Please check / complete all that apply.)

#### Type of Inspection

- ☐ LBP Inspection/Risk Assessment
- ☐ LBP Clearance (after abatement)
- ☐ ACM Inspection
- ☐ ACM Clearance (after abatement)
- ☐ Other: \_\_\_\_\_

#### Inspection Reason

- ☐ Assisted Housing
- ☐ Remodel / Repairs
- ☐ New Purchase
- ☐ Other: \_\_\_\_\_

#### Type of Property

- ☐ Single Family Residence
- ☐ Condo
- ☐ Duplex
- ☐ Other: \_\_\_\_\_

#### General Information

Year Built (approx.): \_\_\_\_\_  
Square Footage (approx.): \_\_\_\_\_  
# of Stories: \_\_\_\_\_  
Occupied: Yes or No (circle one)  
# of Bedrooms \_\_\_\_\_  
# of Bathrooms \_\_\_\_\_  
# of Units \_\_\_\_\_  
# of Buildings \_\_\_\_\_

#### Planned Rehabilitation (if known)

- ☐ Replace Windows
- ☐ Replace Doorways
- ☐ New Roof
- ☐ Interior Painting
- ☐ Exterior Painting
- ☐ Other: \_\_\_\_\_

#### HUD Financial Participation

- ☐ Less than \$5,000
- ☐ \$5,001 to \$25,000
- ☐ \$25,001 +
- ☐ Other: \_\_\_\_\_

#### Payment Method

- ☐ Check
- ☐ Credit Card
- ☐ COD \$ \_\_\_\_\_
- ☐ Other \_\_\_\_\_

Subject Property Address: \_\_\_\_\_

Site Contact: \_\_\_\_\_  
(Name) (Daytime Phone #) (Evening Phone #)

Special Notes / Comments:

*\*Please complete this request form as fully as possible and fax to (714) 894-5702.\**

**Thank you!!!**

ONLINE ORDER FORM ALSO AVAILABLE AT [WWW.BARRANDCLARK.COM](http://WWW.BARRANDCLARK.COM)

**Lead-Based Paint Hazard Control Program (LBPHCP)**  
**CONTRACT SERVICES AGREEMENT**  
**BETWEEN THE CITY OF HUNTINGTON PARK**  
**AND**  
**LEAD TECH ENVIRONMENTAL**

This Agreement is made and entered into this day of 5<sup>th</sup> day of April, 2016, by and between the City of Huntington Park, a municipal corporation (hereinafter referred to as "City"), and **LEAD TECH ENVIRONMENTAL** (hereinafter referred to as "Consultant"). For purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably. The project is identified as the Lead-based Paint Hazard Control Grant Program, Huntington Park, CA.

**RECITALS**

The City has entered into a Agreement with the United States Department of Housing and Urban Development, to execute the City Lead-Based Paint Hazard Control Grant Program under the Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856)(Title X), the Lead-Based Paint Poisoning Prevention Act of 1970 (42 USC 4821-4846) and implementing regulations at Part 35, subparts A,B,J,K, and R of CFR 511.15 as amended, hereinafter called the "Act," and

The Consultant is qualified by virtue of its experiences to administer certain functions and programs relating to the Lead-Based Paint Hazard Control Grant Program as said Program.

IN CONSIDERATION of the mutual covenants herein set forth and mutual benefits to be derived there from, the parties agree as follows:

**1. TERM OF AGREEMENT**

This Agreement shall cover services rendered from April 5, 2016 until November 30, 2018. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Consultant completes any necessary close out activities. Said extension of term is subject to funding availability, Consultant continuing compliance with applicable Federal, State and local government legislation and an evaluation of Consultant's performance. No extension is valid without the City's express written approval.

**2. SERVICES OF CONSULTANT**

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" portion of the Consultant's Proposal, which is attached hereto as Exhibit "A" and fully incorporated herein by this reference; which services to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of high quality work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more industry-leading firms performing similar work under similar circumstances.

2.2 **Consultant's Proposal.** The Scope of Services may include the Consultant proposal or bid which, if included, is incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

2.3 **Compliance with Law.** All services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included. To that end, Consultant shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of this Agreement.

2.4 **Licenses, Permits, Fees, and Assessments.** Consultant shall obtain at its sole cost and expenses such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by **law and arise from or are necessary for the Consultant's performance of the services required by** this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed, or imposed against City hereunder.

2.5 **Familiarity with Work.** By executing this Contract, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which shall or will materially affected the performance of the services hereunder, Consultant shall immediately inform the City of such fact in writing and shall not proceed except at **Consultant's risk until written** instructions are received from the Contract Officer, as defined in Section 5.2.

2.6 **Care of Work.** The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City except such losses or damages as may be caused by **City's own negligence.**

2.7 **Further Responsibility of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

2.8 **Additional Services.** Without invalidating this Agreement, the Contract Officer shall have the right at any time to request, in writing, changes in the scope of work or the services to be performed or to request additional services beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. Any changes mutually agreed upon by the parties shall be set forth in a proposal that is agreed upon, in writing, by the Consultant and

Contract Officer. The City shall make payments for any services requested by the City not included in the Scope of Services to Consultant on a time and materials basis using Consultant's current fee schedule.

### **3. COMPENSATION**

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be compensated on a time and material basis in accordance with the current fees described in the Consultant's Proposal ("Fee Schedule"). The Fee Schedule will be in effect for the term of this Agreement pursuant to the fees described and contained in Consultant's Proposal, as attached hereto (Exhibit A). Consultant shall be reimbursed for out-of-pocket expenses as set forth in the Fee Schedule.

3.2 Method of Payment. Consultant shall submit to the City a monthly invoice for services rendered. Except as provided in Section 8.3, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement in a timely manner, but not later than forty-five (45) days from the City's receipt of the invoice, subject to such extensions as may be necessary to obtain any required approvals for payment from the City.

### **4. PERFORMANCE SCHEDULE**

4.1 Term of Agreement. Subject to and in accordance with Section 8.0 and its subparts contained herein, the Term of this Agreement shall be equal to the term set forth in Paragraph one of this Agreement.

4.2 Time of Essence. Time is of the essence in the performance of this Agreement.

4.3 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in such notice.

### **5. COORDINATION OF WORK**

5.1 Representative of Consultant. The following principals of Consultant are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

STEVEN DENZLER

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City which shall not be unreasonably withheld.

5.2 Contract Officer. The Contract Officer shall be the City Manager of the City or other contract officer as may be designated by the City. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by the City to the Contract Officer. Unless otherwise specified herein, any approval of the City required hereunder shall mean

the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity ("**Sub-Consultant**") to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No transfers release the Consultant or any surety of Consultant of any liability hereunder without the express consent of the City.

5.4 Independent Contractor. The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, wholly independent, and are not officials, officers, employees, departments or subdivisions of City. Consultant shall be solely responsible for the negligent acts and/or omissions of its employees, agents, Consultant and Sub-Consultant. Consultant and all persons retained or employed by Consultant shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing..

However, if any of **Consultant's** officers, employees, agents, or Sub-Consultant is determined by the Contract Officer to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of **Consultant's** officers, employees, agents, or Sub-Consultant fail or refuse to perform the work in a manner acceptable to the City, such officer, employee, agent, or Sub-Consultant shall be promptly removed by Consultant and shall not be reassigned to perform any of the work.

## **6.0 INSURANCE, INDEMNIFICATION AND BONDS**

6.1 Insurance. Without limiting Consultant's indemnification obligations as set forth in this Agreement, the Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

a. Comprehensive General Liability Insurance. Prior to the commencement of any services hereunder, Consultant shall provide a certificate of insurance with original endorsements, as per City requirements, of the following insurance: Commercial General Liability Insurance covering third party liability risks, including contractual liability, in a minimum amount of \$1,000,000 combined single limit per occurrence and annual aggregate for bodily injury, personal injury, and property damage. The City and the City of Huntington Park shall be named as an additional insured on the policy.

b. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as shall fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to

any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

c. Automotive/Vehicle Insurance. Commercial automobile liability insurance with a combined single limit of not less than one million (\$1,000,000) per occurrence. Such insurance shall include completed operations liability, personal injury liability, and broad form property damage coverage. Such insurance, to be obtained from a reliable insurance carrier authorized to do such insurance business in the State of California, shall (a) expressly name the City, HUD, their agents, officers and employees as additional insured; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and ; (c) contain standard cross liability provisions.

d. Professional Liability Coverage. Consultant shall maintain professional liability insurance in the amount of one million (\$1,000,000) for damages by reason of any liability for negligent acts, errors or omissions as the result of any one (1) occurrence. Professional liability shall include, without limitation, coverage for contractual liability and errors and omissions. Consultant shall cause its Sub-Consultant, if any, to maintain during the term of this Agreement and for one-year thereafter professional liability insurance in the amounts presently carried by such consultant as of the date hereof. Professional liability shall include, without limitation, coverage for contractual liability and errors and omissions. Consultant hereby assigns to the City all rights and claims that Consultant may have against its consultants and subcontractors by reason of their malpractice, misfeasance, negligence, or other professional liability to Consultant.

e. Term of Policies. All policies of insurance described in this Article 5 shall be maintained during the entire term of this Agreement and for a period of at least one (1) year following Substantial Completion of the Project.

f. Additional Insurance. Policies of such other insurances, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City of Huntington Park as additional insured, including their respective officers, employees and agents as **additional insured's**. The insurer shall waive all rights of subrogation and contribution it may have against the City of Huntington Park, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers. All of said policies of insurance shall be endorsed to:

- (1) Provide that said insurance may not be amended or cancelled without providing thirty (30) days written notice by certified or registered mail to the City;
- (2) Provide that the insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers; and
- (3) Name the City of Huntington Park, and their officials, employees, agents, representatives, and volunteers (**hereinafter 'City and City Personnel')** as **additional insured's; and**
- (4) Consultant shall include any subcontracting consultant as insured under its policies, or Consultant shall furnish separate certificate and endorsements for each Sub-Consultant. All coverage for such Sub-Consultants shall be subject to the requirements stated herein.



All of the Consultant insurance (i) shall contain no special limitations on the scope of protection afforded to the City and City Personnel; (ii) shall be primary insurance and any insurance or self-insurance maintained by the City or City Personnel shall be in excess of the **Consultant's** insurance and shall not contribute with it; (iii) except for professional liability **insurance policies, shall be "occurrence" rather than "claims made" insurance;** (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to **the limits of the insurer's liability;** and (v) shall be written by insurers in compliance with Section 6.1.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City. In the event any said policies of insurance are materially modified or cancelled for any reason, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Section 6.1, to the Contract Officer. The Contract Officer, with the prior approval of the City, shall have authority to consent to a modification of the foregoing insurance requirements, **which consent may be given or withheld in the Contract Officer's respective sole and absolute and arbitrary discretion.**

The Consultant agrees that the provisions of this Section 6.1 shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any way extent to which the Consultant may be held responsible for the payment of **damages to any persons or property resulting from the Consultant's negligent activities or the** activities of any person or persons for which the Consultant is otherwise responsible.

In the event Consultant subcontracts any portion of the work in compliance with Section 5.3 of this Agreement, the contract between the Consultant and such Sub-Consultant shall require the Sub-Consultant to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 6.1.

6.2 Indemnification. The Parties agree that Consultant shall indemnify City and City's **elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees")** should, to the fullest extent permitted by law, be protected from any and all loss, **injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost** arising out of or in any **way related to Consultant's** performance of this Agreement, whether or not there is concurrent passive negligence on the part of the City, and their officers, agents or employees. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of **Consultant's** commitment to indemnify, defend and protect City as set forth herein.. However, such indemnity shall exclude such claims or liabilities arising from negligence or willful misconduct of the City, and their officers, agents or employees, who are directly responsible to the City, and in connection therewith:

a. Consultant shall defend any action or actions filed in connection with any said claims **or liabilities and shall pay all costs and expenses, including legal costs and attorneys' fees** incurred in connection therewith;

b. Consultant shall promptly pay any judgement rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connections with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents,

and employees harmless therefrom. City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from **Consultant as a result of Consultant's failure to pay City** promptly any indemnification arising under this Article;

c. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, **legal costs and attorneys' fees**;

d. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every Sub-Consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold **harmless and defend City and City's elected and appointed officials, officers, employees,** agents and volunteers from any and all loss, injury, damage, claim, lawsuit, cost, expense, **attorneys' fees, litigation costs,** or any other cost arising out of or in any way related to **Consultant's,** Sub-Consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement whether or not there is concurrent passive negligence on the part of the City, and their officers, agents or employees.

e. This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

6.3 Sufficiency of Insurer. In the event the Risk Manager of the City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Consultant shall have the right to appeal a determination of increased coverage by the Risk Manager to the City within 10 days of receipt of notice from the Risk Manager.

## **7. RECORDS AND REPORTS**

7.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or shall materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstances, technique or event and the estimated increased or decreased cost relates thereto and, if Consultant is providing design services, the estimated increased or decreased cost for the project being designed.

7.2 Records. Consultant shall keep, and require Sub-Consultant to keep, such books and records as shall be necessary to perform the services required by the Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of the City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of five (5) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specification, reports, records, documents, digital copies (one electronic copy in Adobe Acrobat (PDF) format and one electronic copy in Microsoft Word format), and other materials prepared by Consultant, its employees, Sub-Consultants and agents ("**Documents**") in the performance of this Agreement, whether or not such Documents are draft, final or partially final, shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full right of ownership of the documents and materials hereunder. This shall include any Documents requested by the Contract Officer in digital format such as Microsoft Word or any other format requested by the Contract Officer. If requested in digital format, the Consultant shall apply with such request. All Sub-Consultants shall have an assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify the City for all damages resulting therefrom.

7.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## **8.0 ENFORCEMENT OF AGREEMENT**

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising or in relation to this Agreements shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on City shall be made in the manner required by law for services on a public entity. Service of process on Consultant shall be in any manner permitted by law and shall be effective whether served inside or outside of California.

8.2 Disputes. Subject to the provisions of Section 8.7, in the event of a dispute arising under this Agreement, Consultant shall comply with the provisions of this Section, and City may, in its sole discretion, comply with the provisions of this Section. The injured party shall notify the injuring party in writing of its contentions. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within (5) five days of service of such notice and completes the cure of such default within fifteen (15) days after service of notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be condition precedent to termination of this Agreement for cause by Consultant and to any legal action

commenced to termination, such compliance shall not be a waiver of Consultant's right to take legal action in the event that the dispute is not cured. Nothing herein shall limit City's right to terminate this Agreement with or without cause pursuant to Section 8.7.

8.3 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

8.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party or any default impair such right or remedy **or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act.** Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in the Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct remedy any default, to recover damages for any default be compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination. This Section shall govern any termination of the Agreement except as specifically provided in the following Section for termination for cause. The City may terminate this Agreement at any time, with or without cause, upon written notice to Consultant. Consultant **may terminate Agreement only for cause and without less than thirty (30) day's prior written notice** and only after following the procedures of Section 8.2 to enable the City to affect a cure of a default. Upon receipt of any notice for termination, Consultant shall immediately cause all services hereunder except such as many be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice termination and for any services authorized by the Contract Officer thereafter with the Fee Schedule or such as may be approved by the Contract Officer, except as provided in Section 8.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the lesser of (i) the amount due for work completed under the Fee Schedule or (ii) the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 8.2.

8.8 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligation under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total costs for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8.9 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to its expert witness fees and reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall include to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **9.0 CITY OFFICERS AND CITY EMPLOYEES: NON-DISCRIMINATION**

9.1 Non-liability of City Officers and City Employees. No officers, officials, employee, agent, representative, or volunteer of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successors, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer, official, employee, agent, representative, or volunteer of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10.0 MISCELLANEOUS PROVISIONS**

10.1 Notice. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be (i) delivered by United States mail, prepaid, certified, return receipt requested, or (ii) delivered by reputable document delivery service that provides a receipt showing date and time of delivery. Notices delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be delivered to the City at the following address: City of Huntington Park Community Development Division 6550 Miles Avenue, Huntington Park, CA 90255 Notice shall be delivered to Consultant at the following address: Lead Tech

Environmental, 2348 Camino Robledo, Carlsbad, CA 92009. Either party may change the address for receipt of notices to that party by written notice delivered in compliance with this Section.

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against wither party by person of the authorship of this Agreement or any other rule of construction which otherwise apply.

10.3 Integration: Agreement. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements and understandings, if any, between the parties, and none shall be used to interpret this agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgement or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives wither party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) that are duly authorized to execute and deliver this Agreement on behalf of said party, (ii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

10.6 Order of Precedence. In the event of any inconsistency between the provisions of this Agreement and the exhibits (including the Scope of Work and the Fee Schedule), the provisions of this agreement shall control.

10.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

10.8 Amendments and Modifications. No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirements for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the first written above.

**CONSULTANT:**

Lead Tech Environmental

**CITY**

CITY OF HUNTINGTON PARK

Name: Steven Denzler  
Title: President  
Address: 2348 Camino Robledo  
Carlsbad, CA 92009  
(760) 634-3700

Graciela Ortiz, Mayor

ATTEST:

Donna Schwartz, City Clerk

Attachments:

Exhibit "A": Scope of Services and Fee Schedule

**Exhibit "A": Scope of Services and Cost Sheet and Fee Schedule**

Consultant shall provide the City with "on call" Lead-Based testing, assessments, work plans, and clearances and technical consulting services as requested by the Contract Officer. Such services are more specifically described in the attached Scope of Services.

**EXHIBIT A**  
**SCOPE OF SERVICES**

4842-9737-9887, v. 1





**REQUEST FOR PROPOSALS  
CONSULTING SERVICES FOR LEAD-BASED PAINT  
HAZARD  
CONTROL ASSESSMENT AND MANAGEMENT**

**FROM**

**LEAD TECH ENVIRONMENTAL  
2348 CAMINO ROBLEDO  
CARLSBAD, CA 92009  
STEVE@LEADTECHENVIRONMENTAL.COM  
CONTACT: STEVEN DENZLER  
760-634-3700**

**FEBRUARY 16, 2016**

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## **I. PROJECT EXPERIENCE & QUALIFICATIONS**

**Lead Tech Environmental, Inc. (LTE)** was formed in 1994 as an environmental consulting company specializing in lead based paint (LBP). LTE is a full service lead based paint consulting company that performs LBP XRF inspections, risk assessments, clearances, abatement monitoring, cost estimates and drafts abatement design plans/specifications and operations and maintenance plans. Over 75% of our business involves testing residential structures (primarily single family residences but also multifamily housing) for lead based paint, and providing any additional lead paint services as needed. LTE has over 20 years of experience working for municipal housing and economic development departments as lead based paint consultants. We are one of the oldest residential lead based paint consulting companies in Southern California.

Based on our experience working with so many different cities, LTE has also worked with over 30 construction specialists/loan officers and we understand that our job is to facilitate the loan/grant process as efficiently as possible. In general, the construction specialist/loan officer provides our office with property address, name and phone number of owner or contact person and a description of the service requested. If we have any questions about the scope of work, we will contact them prior to scheduling the work.

LTE only performs the most cost effective lead inspection based on the eventual scope of rehabilitation work as required by 24 CFR Part 35 or based on occupant use patterns and paint condition. The more information we have the better (e.g. for a screening, we need to know the scope of work to determine what painted components might be disturbed; is the loan in excess of \$5,000 which determines if risk assessment is necessary; and is the loan in excess of \$25,000 which determines if interim controls or complete abatement is necessary).

LTE must also work in conjunction with private homeowners that are taking out loans/grants or the tenants living in the residence. Occasionally, the owners/tenants are confused and wary of the lead inspection requirement. Prior to scheduling the inspection or clearance test, we explain the process of using an XRF machine to test the residence, the duration of the inspection and its purpose. After completing the inspection, we generally summarize our findings with the homeowner so they have a better understanding. We always try and accommodate the homeowner when scheduling our visit. We have a bilingual inspector and bilingual office personnel to schedule the lead work and explain the process to the home owner or occupant. Note that we only forward copies of our inspection results to the government agency as it is our client.

### **A. QUALIFICATIONS**

LTE is uniquely qualified to provide the Scope of Services contained in this RFP because we have been performing these services for numerous municipal housing and economic development departments for the past 20 years. As a result of 24 CFR Part 35, LTE currently works with over 20 city agencies that utilize CDBG, HOME funds, Paint Up Fix Up Grants and other funds that originated from the Department of Housing and Urban Development. On a daily basis, LTE performs all of the lead consulting tasks contained

in the RFP. We work with city and county construction specialists, private home owners, lead abatement contractors and general contractors to perform the following: interpret scope of work write ups; schedule the lead inspection/screening/risk assessment/clearance of the residence or apartment unit; perform the lead consulting task; draft the report and provide recommendations as needed; review abatement plans for clearance testing; and draft O&M Plans or Abatement Specifications as needed.

## **B. EXPERIENCE**

LTE has conducted countless lead based paint inspections, clearance tests, lead screenings, visual assessments, risk assessments, written over 50 operations and management plans, and monitored over 50 lead abatement jobs. We have extensive experience working with housing departments utilizing CDBG, Home loans, Section 8 Housing Funds, rehabilitation loans, Handyworker programs and complying with the Department of Housing and Urban Development (HUD) requirements. LTE was one of the original four lead based paint consultants that has been working with the Los Angeles Housing Department (LAHD) since the Northridge Earthquake (1994). We still perform lead paint consulting for the LAHD lead grant unit now called the Housing Community Investment Department Los Angeles (HCIDLA).

### **1. LEAD HAZARD REDUCTION PROGRAMS**

LTE is one of the three or four consultants that perform lead based paint inspections and risk assessments for the LAHD lead grant unit now called the Housing Community Investment Department Los Angeles (HCIDLA). LTE inspects both single family homes and small apartment buildings for HCIDLA. We perform full HUD Guideline lead based paint inspections and risk assessments in either the single family residence or in every unit in the apartment building. We inspect about 15-20 structures a year.

### **2. CITY HOUSING DEPARTMENT AGENCIES**

LTE currently has the following city housing department clients: Lynwood, Montebello, Lawndale, Pico Rivera, Norco, La Habra, South Gate, Hawthorne, Torrance, El Monte, La Mirada, Monterey Park, Diamond Bar, Cerritos, Alhambra, Lakewood, Walnut, San Dimas, Temple City, Lake Forest, Calabasas, Westlake, Torrance, Hawthorne, Rancho Palos Verdes, Bell, Upland, Paramount, Hawaiian Gardens, La Canada Flintridge, Cudahy, and Commerce.

Some of our City clients want full lead based paint inspections and risk assessments, while others only require limited lead based paint screenings. The Cities of Bell, Downey, Torrance, La Mirada, Lake Forest, San Dimas, La Canada Flintridge, Rancho Palos Verdes, South Gate, Commerce, Calabasas and Lynwood provide us with the scope of work, and LTE only samples/inspects the components that will be impacted. If we find lead paint and more than \$5,000 is involved in the rehabilitation project, LTE performs a risk assessment. All our city clients require clearance testing.

Based on our experience working with government agencies, our office is very efficient. We generally try and schedule the initial assessment or lead inspection within a few days

of receiving the notice to proceed. Upon completion, we will draft and mail copies of the report within a few days of performing the assessment. Our goal is to have the reports emailed within 7 days of receiving the work order. If time is of the essence on a particular job, we can schedule it on short notice and work on weekends for rush jobs. LTE uses 2 calendaring systems to avoid scheduling conflicts and to ensure that all the inspections are performed in a timely manner. If the owner or tenant is unavailable to schedule the inspection or wants to put it off for a week or more, we will notify the loan officer of the delay. Some loan officers want us to notify them when the inspection is scheduled and that is also no problem.

### 3. COUNTY AGENCIES

LTE provides Environmental Consulting for the Community Development Commission for County of Los Angeles (CDC) which includes their housing rehabilitation program, first time homebuyer program, Architecture and Development Services Division, and the Housing Authority of the County of Los Angeles. In an average year, we inspect 20 or more private residences wherein we perform comprehensive lead paint inspections and risk assessments when necessary. We also perform limited lead screenings and visual inspections for the HOP or HERO first time homebuyer program. When necessary, we perform lead abatement monitoring, draft specifications, and conduct clearance testing.

### 4. MULTIFAMILY HOUSING HACLA

Since 2002, we have performed environmental consulting for the Housing Authority for the City of Los Angeles which includes all public housing complexes in the City of Los Angeles: Nickerson Gardens, Rancho San Pedro, Mar Vista Gardens, Estrada Courts, Gonzague Village, Pueblo Del Rio, Avalon Gardens, and Imperial Courts. In this capacity, LTE inspects about 25-50 apartment units a year for lead based paint. We have also inspected the exterior of at least 100 apartment buildings throughout the complexes. We perform similar work for HACLA County of Los Angeles via our contract with the CDC. We draft abatement specifications, monitor abatement projects, and perform final clearance testing.

### 5. ELEVATED BLOOD LEAD (EBL) POISONINGS

We perform about 1-2 lead paint risk assessments in HACLA apartment units wherein the children have lead blood poisonings. We also perform risk assessment for children with elevated blood lead levels for the Housing Community Investment Department Los Angeles (HCIDLA).

### 6. NON PROFIT AGENCIES

LTE has worked with Los Angeles Neighborhood Housing Services (LANHS) for over 5 years performing lead based paint testing, drafting abatement designs/specifications and clearances. Recently, LANHS is now NHS of Los Angeles County. They are working with numerous cities overseeing their rehabilitation programs. LTE also worked with Habit for Humanity.

### **C. TEAM MEMBERS BACKGROUND, EXPERIENCE, QUALIFICATIONS.**

LTE currently utilizes 3 California Department of Health Services certified lead based paint inspectors/assessors all trained to use our RMD XRF machines, 2 project monitors 1 project designer, and 1 sampling technician. We also have a full time secretary that helps organize the office and facilitate document production and shipment. One of the inspector's we use also has his own Niton XRF, and one has his own RMD XRF. All the technician's certifications are contained in Appendix A.

A. The Project Manager assigned is Steven Denzler, Lead Tech's President. He will oversee all work: review all reports, ensure work is scheduled on time and reports are expeditiously forwarded to the City, interact with City personnel regarding cost effective abatement methods, etc. Mr. Denzler is always available at work or via his cell phone.

Mr. Denzler has a law degree and is a member of the California State Bar (12685), which provides him with a strong background to interpret Federal, State and Municipal lead based paint regulations. He is certified in all 4 California Department of Public Health (CDPH 1261) lead based paint disciplines: inspector/assessor, contractor supervisor, project monitor and project designer. Mr. Denzler has been CDPH or DHS certified for over 20 years. In addition to owning and running LTE, Mr. Denzler was a silent partner in an EPA certified lead abatement company in Phoenix, Arizona. As a result, he has a great deal of experience in both lead consulting and lead abatement which allows him to relate to all parties drafting abatement plans or monitoring lead abatement projects. He was also an invited expert panelist for drafting and refining the California CDPH State Exams (previously DHS) for lead based paint professionals (inspectors, monitors, contractor supervisors between 2000-2004) administered by Cooperative Personnel Services. Mr. Denzler help draft and vet questions for the State exam.

Mr. Denzler has performed every task required in the City of Huntington Park's RFP multiple times every year for the past 20 years. He will draft all abatement specifications or project designs. He has drafted at least 100.

B. Michael Kurelich is one of our LBP abatement monitors and inspectors and can also act as a project manager. He has a diversified background in LBP consulting and abatement and has worked in both the private and public sector. Mr. Kurelich has been CDPH (460) certified as an inspector/assessor and monitor for over 21 years. Mr. Kurelich has worked in both the private lead consulting sector with Barr and Clark Environmental, Allied Environmental Services, Environmental Engineering, and a few others. In addition, he worked in the public sector administering LBP grant programs for the City of Riverside and City of Long Beach. In this capacity, he performed and oversaw the inspections of numerous single and multifamily structures, drafted the abatement plans, reviewed the abatement bids, monitored the lead abatement & performed clearance testing. In short, he oversaw the lead projects from inception to completion. He also was the contractor/supervisor for a LBP abatement company in

Phoenix, Arizona. He has monitored over 50 lead abatement jobs & performed a combined total of at least 500 lead inspections, screenings, risk assessments, and clearances.

C. Rolando Mireles CDPH (21624) is a certified sampling technician. He will take the CDPH exam to become a lead inspector/assessor in summer 2016. Mr. Mireles is bilingual, and is also a certified CSST in asbestos. He has worked with Lead Tech full time for the past 4 years. He performs at least 8 lead paint inspections, clearances, lead screenings or risk assessments each week.

D. Freddy Torres CDPH (17424) is a certified lead paint inspector and assessor. He has been certified for over 5 years. He is bilingual, and is also a certified CAC in asbestos. He works on an as needed basis, and has his own Niton XRF machine.

## **II REFERENCES**

LTE attached a table we drafted for another RFP that contains the contact information of all of our current City and County public agency clients.

<b>1. Name of Firm</b> Community Development Commission County Of LA	<b>Address of Firm</b> 700 W. Main Street Alhambra, CA 91801	<b>Contact Person</b> Lonii Prevost Norma Guest/Humberto Barboza	<b>Phone #</b> (626)626-586-1817 (626) 586-1684	<b>Fax #</b> (626) 890-8578
Name of Contract Professional Services Agreement	# of Years / Terms of Contract (12) 2002-2014 Current 2015 (5) year contract	Type of Service Lead & Asbestos Consulting Everything in this SOQ	Dollar Amount Current \$150,000	Email Address: lonii.prevost@lacdc.org Norma.Guest@lacdc.org
<b>2. Name of Firm</b> Housing Authority of The City of Los Angeles	<b>Address of Firm</b> 2600 Wilshire Blvd, 4 <sup>th</sup> Floor Los Angeles, CA 90057	<b>Contact Person</b> Eric Tellez	<b>Phone #</b> (213) 252-4290	<b>Fax #</b> (213) 252-2742
Name of Contract Environmental Consulting Services Contract HA-2014-7586-E	# of Years / Terms of Contract (6) 2006-2013 (2) 3 year contracts. New Contract dated 2014	Type of Service Lead & Asbestos Testing Full & Limited, Specifications, Monitoring, Clearances	Dollar Amount \$250,000	Email Address: Eric.Tellez@hacia.org
<b>3. Name of Firm</b> City of La Mirada	<b>Address of Firm</b> 13770 La Mirada Blvd La Mirada, CA 90638	<b>Contact Person</b> Diana Ruedas	<b>Phone #</b> (562)943-0131	<b>Fax #</b> (562) 943-3666
Professional Services Agreement	# of Years / Terms of Contract (11) 2002-current (4) 3 year contracts. Start in 2012	Type of Service Lead Paint & Asbestos Testing Risk Assessment & clearances	Dollar Amount Open	Email Address: druedas@cityoflamirada.org
<b>4. Name of Firm</b> City of Bell	<b>Address of Firm</b> 6330 Pine Ave Bell, CA 90201	<b>Contact Person</b> Jessica Sanchez Housing Specialist	<b>Phone #</b> (323)773-1596	<b>Fax #</b> (323)560-8192
Name of Contract Agreement for Lead-Based Paint/Hazard Test/Abatement Program	# of Years / Terms of Contract(11) 2002-Current (4) 3 year contracts. Current Contract started 2012.	Type of Service Lead Paint & Asbestos Limited & Full Testing, Risk Assessment & Clearances	Dollar Amount Not to exceed \$25,000	Email Address: jsanchez@CITYOFBELL.ORG
<b>5. Name of Firm</b> City of Downey Residential Rehab	<b>Address of Firm</b> 11111 Brookshire Avenue Downey, CA 90241	<b>Contact Person</b> Jose Vasquez	<b>Phone #</b> (562)904-7161	<b>Fax #</b> (562)869-2810
Name of Contract PO# 99-12005 Vendor No 109633	# of Years / Terms of Contract (8) 2004-present, Open PO	Type of Service Lead Screenings & Clearances, Risk Assessments	Dollar Amount Open	Email Address: jvazquez@downeyca.org
<b>6. Name of Firm</b> City of Diamond Bar	<b>Address of Firm</b> 21825 Copley Drive Diamond Bar, CA 91765	<b>Contact Person</b> Maria Torres-Castaneda	<b>Phone #</b> (909)839-7000	<b>Fax #</b> (909)861-3117
Name of Contract Professional Services Agreement	# of Years / Terms of Contract (9) 2004-Present.	Type of Service Lead & Asbestos inspections, and surveys	Dollar Amount \$8000	Email Address: mtorres- castaneda@diamondbarca.gov



<b>7. Name of Firm</b> City of Hawaiian Gardens	<b>Address of Firm</b> 21815 Pioneer Blvd Hawaiian Gardens, CA 90716	<b>Contact Person</b> Celina Estrada	<b>Phone #</b> (562)420-2641 ext 204	<b>Fax #</b> (562)420-8521
Name of Contract Professional Services Agreement	# of Years / Terms of Contract (10) 2003-Present, Open PO I think.	Type of Service Lead Paint & Asbestos Limited & Full Testing, Risk Assessment & Clearances	Dollar Amount Open	Email Address: cestrada@hgcity.org
<b>8. Name of Firm</b> City of South Gate	<b>Address of Firm</b> 8650 California Ave. South Gate, CA 90280	<b>Contact Person</b> Marina Reyes	<b>Phone #</b> (323)563-9510	<b>Fax #</b> (323)569-5411
Name of Contract No 2743 Consultant-Professional Services Agreement	# of Years / Terms of Contract (5) 2008-Present. In year 2 of current 3 year contract.	Type of Service Lead Full Inspection & Risk Assessment & Clearances	Dollar Amount Open	Email Address: mreyes@sogate.org
<b>9. Name of Firm</b> City of Lynwood	<b>Address of Firm</b> 11330 Bullis Road Lynwood, CA 90282	<b>Contact Person</b> Suzanne Trejo	<b>Phone #</b> (310)603-0220 601	<b>Fax #</b> (310)631-7952
Name of Contract Professional Services Agreement	# of Years / Terms of Contract (8) 2004 to Present Annual Contract	Type of Service Lead & Asbestos Limited and Full inspections, Risk Assessments & Clearances	Dollar Amount \$15,000	Email Address: strejo@lynwood.ca.us
<b>10. Name of Firm</b> City of Paramount	<b>Address of Firm</b> 16400 Colorado Ave Paramount, 90723	<b>Contact Person</b> Art Carsanes	<b>Phone #</b> (562)220-2046	<b>Fax #</b> (562)220-2051
Name of Contract Professional Services Agreement For Lead-Based Paint and Asbestos-Containing Material Testing Services	# of Years / Terms of Contract (8) 2004-Present (4) 3 year contracts. Current Contract started 2013.	Type of Service Lead & Asbestos Consulting Mostly Comprehensive Lead & Asbestos Testing, Risk Assessments & Clearances	Dollar Amount Open	Email Address: acasanas@paramountcity.com acasanas@mdg-ldm.com cwhited@paramountcity.com
<b>11 Name of Firm</b> Los Angeles Housing and Community Investment Department (Formerly LAHD)	<b>Address of Firm</b> 1200 West 7 <sup>th</sup> St., 9 <sup>th</sup> floor, Los Angeles, CA 90017	<b>Contact Person</b> Jing Vida Priscilla Lopez	<b>Phone #</b> (213)808-8498 (213)808-8680	<b>Fax #</b> (213) 808-8918
Name of Contract No. C-122608 Technical Services Agreement (Lead Consulting)	# of Years / Terms of Contract (18) 1995-2005, 2009-current (5) 3 year contracts. Current contract started 2012	Type of Service Lead Paint HUD Full Testing and Risk Assessments for Lead Grant Program	Dollar Amount \$40,500	Email Address: jing.vida@lacity.org priscilla.lopez@lacity.org

<b>12. Name of Firm</b> City of Rancho Palos Verdes	<b>Address of Firm</b> 30940 Hawthorne Blvd. RPV, CA 90275	<b>Contact Person</b> Esther Portillo	<b>Phone #</b> (310)544-5252	<b>Fax #</b> (310)544-5292
Name of Contract Professional Services Agreement	# of Years / Terms of Contract (8) 2005-Present Believe Open PO	Type of Service Lead & Asbestos Consulting	Dollar Amount <\$5000	Email Address: eluis@mdg-ldm.com estherp@rpv.com
<b>13. Name of Firm</b> City of Walnut	<b>Address of Firm</b> 21201 La Puente road Walnut, 91789	<b>Contact Person</b> Art Casanes Esther Luis	<b>Phone #</b> (909)595-7543 (909)476-9696-107	<b>Fax #</b> (909)595-8443
Name of Contract Consulting Services Agreement	# of Years / Terms of Contract (10) 2003-Present Renewed summer 2013	Type of Service Lead & Asbestos Consulting Mostly Comprehensive Lead & Asbestos Testing, Risk Assessments & Clearances	Dollar Amount \$4,000	Email Address: acasanas@mdg-ldm.com eluis@mdg-ldm.com
<b>14. Name of Firm</b> City of La Canada	<b>Address of Firm</b> 1327 Foothill Blvd. La Canada, CA 91011	<b>Contact Person</b> Raul Gomez	<b>Phone #</b> (818)790-8881	<b>Fax #</b> (818)790-8895
Name of Contract Professional Services Agreement	# of Years / Terms of Contract (8) 2005-Present	Type of Service Lead & Asbestos Limited Inspections, Risk Assessments & Clearances	Dollar Amount <\$5,000	Email Address: rgomez@lcf.ca.gov
<b>15. Name of Firm</b> City of El Monte	<b>Address of Firm</b> 11333 Valley Blvd El Monte, CA 91731	<b>Contact Person</b> Fran Meyer	<b>Phone #</b> (626)580-2078 (626)580-2070	<b>Fax #</b> (626) 580-2197
Name of Contract Professional Services Agreement PO C-000440	# of Years / Terms of Contract 1st year of 3 year contract	Type of Service Lead & Asbestos Limited Inspections, Risk Assessments & Clearances	Dollar Amount \$10,000	Email Address: fmeyer@ci.el-monte.ca.us
<b>16. Name of Firm</b> City of Norco	<b>Address of Firm</b> 2870 Clark Avenue Norco, CA 92860	<b>Contact Person</b> Michael Neal	<b>Phone #</b> (909) 261-2770	<b>Fax #</b>
Name of Contract Professional Services Agreement	# of Years / Terms of Contract 1st year of 3 year contract	<b>Lead Based Paint Consulting &amp; some Asbestos &amp; Mold</b>	Dollar Amount <\$5,000	Email Address mneal@mbakerintl.com
<b>17. Name of Firm</b> City of Rosemead	<b>Address of Firm</b> 8838 Valley Blvd, PO Box 399 Rosemead, CA 91770	<b>Contact Person</b> Michelle Ramirez	<b>Phone #</b> (626)569-2158	<b>Fax #</b> (626)307-9218
Name of Contract Professional Services Agreement	Waiting to hear on new contract.	Type of Service Lead & Asbestos	Dollar Amount \$35,000	Email Address: mramirez@cityofrosemead.org

<b>18. Name of Firm</b> City of Monterey Park	<b>Address of Firm</b> 320 Newmark Ave Monterey Park, CA 91754	<b>Contact Person</b> Albert Ramirez	<b>Phone #</b> (626)307-1384	<b>Fax #</b> (626)307-1482
Name of Contract Professional Services Agreement	# of Years / Terms of Contract (8) 2006-Present	Type of Service Lead and Asbestos full inspections, risk assessments, clearances	Dollar Amount <\$5000	Email Address: aramirez@montereypark.ca.gov
<b>19. Name of Firm</b> City of Montebello	<b>Address of Firm</b> 1600 W. Beverly Blvd., Montebello, CA 90640	<b>Contact Person</b> Lissette Calleros	<b>Phone #</b> (909)979-6587	<b>Fax #</b> (909) 979-6580
Name of Contract Professional Services Agreement	# of Years / Terms of Contract (6) 2007-Present (3) 3 year contracts. Recent 2013	Type of Service Full lead testing & risk assessments	Dollar Amount <\$5000	Email Address: lcalleros@avant-garde-inc.com
<b>20. Name of Firm</b> City of Alhambra	<b>Address of Firm</b> 111 South First St. Alhambra, CA 91801	<b>Contact Person</b> Holly Chen	<b>Phone #</b> (626)570-3238	<b>Fax #</b> (626)458-4201
Name of Contract Professional Services Agreement K2M14-355	# of Years / Terms of Contract (9) 2005-Present, New contract started 7/1/2014	Type of Service Full lead testing & risk assessments, and clearances	Dollar Amount \$7500	Email Address: HOLLYC@cityofalhambra.org
<b>21. Name of Firm</b> City of San Dimas	<b>Address of Firm</b> 245 E. Bonita Avenue San Dimas, CA 91773	<b>Contact Person</b> Ann Francis Garcia Shannon Andrews	<b>Phone #</b> (909)394-6283 (909)795-9801 ext 222	<b>Fax #</b> (909)394-6294
Name of Contract Professional Services Agreement	# of Years / Terms of Contract (5) 2009-Present Asbestos, Lead & Asbestos new Contract 2013	Type of Service Limited lead paint and asbestos testing, clearances if necessary.	Dollar Amount Open	Email Address: sandrews@cityofcalimesa.net
<b>22. Name of Firm</b> City of Upland	<b>Address of Firm</b> 460 N. Euclid Avenue Upland, CA 91786	<b>Contact Person</b> Giovanni Arellano	<b>Phone #</b> (909)931-4105	<b>Fax #</b> (909)931-4319
Name of Contract Letter Agreement Vendor Contract # 53781	# of Years / Terms of Contract (5) 2009-Present,	Type of Service Lead Inspections Full and Limited, Risk Assessments	Dollar Amount Open	Email Address: garellano@ci.upland.ca.us garellano@mdg-ldm.com
<b>23. Name of Firm</b> City of Commerce	<b>Address of Firm</b> 2535 Commerce Way Commerce, CA 90040	<b>Contact Person</b> Viviana Molinar	<b>Phone #</b> (323)722-4805 Ext. 2810	<b>Fax #</b> (323) 888-6537
New PO for each new job request	# of Years / Terms of Contract (5) 2009-Present	Type of Service Lead & Asbestos	Dollar Amount Open	Email Address: vivianam@ci.commerce.ca.us

<b>24. Name of Firm</b> City of Lakewood	<b>Address of Firm</b> 505 Clark Avenue Lakewood, CA 9071	<b>Contact Person</b> Maribel Enriquez Morcos	<b>Phone #</b> (562)866-9771	<b>Fax #</b>
No Set Agreement of Purchasing Order	# of Years / Terms of Contract No Set Term Started 2013	Type of Service Lead Paint Limited Inspections	Dollar Amount Open	Email Address: MEnrique@lakewoodcity.org
<b>25. Name of Firm</b> City of Huntington Beach	<b>Address of Firm</b> 2000 Main Street Huntington Beach, CA 92648	<b>Contact Person</b> Bernadette Soledad	<b>Phone #</b> (626)331.6373	<b>Fax #</b> (714)375-5087
Name of Contract Professional Services Agreement	# of Years / Terms of Contract (5) 2009-Present New contract 2016	Type of Service Lead Paint Full Inspections, Risk Assessments, Clearances	Dollar Amount Open	Email Address: bsoledad@grcassoc.com
<b>26. Name of Firm</b> City of Calimesa	<b>Address of Firm</b> 908 Park Avenue Calimesa, CA 92320	<b>Contact Person</b> Shannon Andrews	<b>Phone #</b> (909)795-9801	<b>Fax #</b> (951)270-5622
Name of Contract Professional Services Agreement	# of Years / Terms of Contract 2 (2013). 3 year contract	Type of Service Lead & Asbestos Consulting	Dollar Amount Open	Email Address: SAndrews@cityofcalimesa.net
<b>27. Name of Firm</b> City of Hawthorne	<b>Address of Firm</b> 4455 West 126 <sup>th</sup> Street Hawthorne, CA 90250	<b>Contact Person</b> Mari Guerrero	<b>Phone #</b> (310)349-2976	<b>Fax #</b> (310)644-6685
Name of Contract Professional Services Agreement City of Hawthorne & Lead Tech Environmental For Lead-Based Paint and Asbestos Testing Services	# of Years / Terms of Contract 1 (2014) Contract just signed August 2014	Type of Service Lead & Asbestos Consulting	Dollar Amount \$17,500	Email Address: mguerrero@cityofhawthorne.org
<b>28. Name of Firm</b> City of Hesperia	<b>Address of Firm</b> 9700 Seventh Avenue Hesperia, CA 92345	<b>Contact Person</b> Jennifer M. Wendell	<b>Phone #</b> (760)947-1900	<b>Fax #</b> (760)947-1917
Name of Contract Professional Services Professional Services Agreement	# of Years / Terms of Contract (3) (2014). New Contract Signed July 2014	Type of Service Lead & Asbestos Consulting	Dollar Amount Open	Email Address: jwendell@cityofhesperia.us

### **III SCOPE OF WORK**

Lead Tech Environmental (“LTE”) understands the City of Huntington Park Community Development Department scope of work in the request for proposal consulting services for lead based paint (LBP) hazard control assessment and management.

#### **A. LIMITED SAMPLING (LEAD SCREENINGS)**

Pursuant to 24 CFR Part 35, only the painted surfaces that will be disturbed during the rehabilitation need to be inspected for lead based paint. Therefore, Lead Tech can limit our inspection to only the areas that will be disturbed rather than the entire apartment building, or entire residence. This saves both time and money. LTE would need a copy of the work write up of the rehabilitation project. We will review the general scope of work and only inspect the building components that will be disturbed for LBP with our XRF machine. The inspector will perform a visual assessment and draft a floor plan for component identification. He can take digital photos if requested. LTE currently performs lead paint screenings for the following City housing departments: Downey, Pico Rivera, Bell, Torrance, Hawthorne, La Mirada, **Lynwood**, Monterey Park, La Canada, Rancho Palos Verdes, etc. We also perform lead screenings for both the CDC and Housing Authority of the County of Los Angeles.

If over \$5,000 is involved, the inspector will conduct a risk assessment per the Lead Safe Housing rule and HUD requirements. He/she will interview the occupants and find out use patterns, and if and where any children eat, sleep, play, etc. Based on this information, the inspector will take 8 dust wipes, one spike sample and 2 soil samples.

Our report will contain interim control and proper clean-up recommendations to eliminate any existing lead hazards.

#### **B. LEAD-BASED PAINT INSPECTION**

LTE performs all lead based paint inspections pursuant to the Housing & Urban Development (“HUD”) *Guidelines For The Evaluation And Control of Lead-Based Paint Hazards in Housing* 2012 edition. Our inspectors use one of 2 portable XRF LBP Spectrum Analyzer manufactured by Radiation Monitoring Devices (“RMD”) to test for LBP. This machine measures the lead content in painted components without disturbing the paint. Pursuant to the HUD Guidelines, LTE will inspect all the painted components on the Residence’s interior and exterior. In addition, we also inspect ceramic tile components and bath tubs as our experience has shown that these surfaces sometimes contain lead paint even though they are not defined as a painted surface.

The LBP analyzers are equipped with 12 mCi cobalt 57 sealed radioactive source. LTE calibrates the XRF pursuant to the manufacturer’s specifications and regularly verified XRF readings against pre-determined lead samples produced by the National Institute of Standards and Testing (NIST). All of these quality control measures produce a 95% confidence level that our XRF readings (mg/cm<sup>2</sup>) accurately reflect the actual level of lead in the tested surfaces. LTE has 2 RMD XRF machines, and has access to another RMD and Niton machine.

The HUD Guidelines and the Department of Health Services Title 17 define X-Ray fluorescent analyzer (“XRF”) measurements greater than or equal to 1.0 mg/cm<sup>2</sup> (milligrams per square centimeter) lead positive. However, “If there is a difference between Federal, State, or local regulations, the more stringent requirement must be observed...” HUD Guidelines. For purposes of any lead inspections in Los Angeles County and referencing Chapter 11 of the Los Angeles Department of Health and Human Services Safety Code, LTE considers XRF readings equal to or greater than 0.7 mg/cm<sup>2</sup> lead positive.

#### 1. LBP REPORT

Our report will denote where we tested, whether we detected lead paint, the areas that tested lead positive, and the condition of the paint. The first page of the report is an executive summary. It will contain a building description, exact location and condition of any lead positive components; mention if any conditions exist to affect the paint; include a summary of findings table. In addition, all LTE reports have a positive result by location table which spells out the component type, room equivalent, room side, substrate, paint condition, paint color, and positive XRF reading. The report also explains lead-testing procedures and provides a brief summary of various interim controls and lead abatement options. It will include estimated abatement costs and provide a Summary/Conclusion paragraph.

#### 2. AVOID RISK ASSESSMENT REQUIREMENT

If LTE does not detect any positive levels of lead based paint in the Residence’s interior or exterior via our XRF LBP inspection, the inspector/risk assessor does not need to perform a risk assessment and take dust wipe or soil samples per the Lead Safe Housing Rule § 35.115 (a)(8).

#### 3. FLOOR PLAN

To easily identify the components tested, LTE creates a computer generated floor plan of the residence’s interior and exterior.

#### 4. SENDING REPORTS

Currently, LTE always emails a copy of our reports to expedite the process. If there is a big rush, we even provide a quick summary via email prior to drafting the report so the construction specialist or loan officer knows whether lead paint will be an issue. Due to owner or occupant schedules, it sometimes takes a few days to schedule the inspection. In such situations, we notify the City of Lynwood representative, Suzanne Trejo, to help us schedule with the Owner. We will ensure the City receives the report within 7-10 days of receiving the work order.

### **C. RISK ASSESSMENT**

Generally, 24 CFR Part 35 mandates both a risk assessment and lead inspection if the rehabilitation loan exceeds \$5,000. A Risk Assessment is defined as an assessment of a

dwelling to check for the presence of lead-based paint hazards. It includes a visual assessment of dust, soil and paint and a written report of the results. The inspector also needs to test any components in deteriorated condition for lead utilizing an XRF machine. In essence, the risk assessor tests to see whether the residence is a lead hazard and contains positive levels of lead paint on components in deteriorated condition, and/or contains excessive levels of lead in dust on floors, window sills, window wells or high levels of lead in soil.

Please note most of our city clients request a combination lead based paint inspection and risk assessment as they need to know if positive levels of lead exist on components in both intact and deteriorated condition.

### 1. OCCUPANT INTERVIEW

Our inspector will interview the occupants and find out use patterns. The inspector will also inquire about the following: age of any children; whether the children have ever been tested for lead; where children eat, sleep and play; which windows are most often used; where child frequent and play on the exterior; where toys are located; condition of the soil around the house; inquire about any recent renovation; look for any window sill with teeth marks, etc. In total, he asks about 20-25 questions about use patterns, etc.

### 2. DUST AND SOIL SAMPLES

Title 17 of the California Code of Regulations Division 1, Chapter 8 mandates stringent lead dust limits for floors, window sills, window wells and soil. LTE would first conduct a lead paint inspection. If we detect positive levels of lead based paint, we will visually examine the residence for paint dust and take requisite dust wipe samples. As stated, the inspector/assessor will interview the occupants to determine if children are present and to understand the occupants' use patterns. Based on the answers and the results of our lead XRF inspection, the inspector will take 8 dust wipes, one spike wipe and 2 soil samples. The wipes will be taken from interior floors and window sills that have the most exposure to children, and that have the highest lead paint readings. The soil samples are generally taken from the dripline, unless we detect a bare soil near play equipment or play areas.

LTE will merge the lead based paint inspection report and risk assessment into one hybrid report. Two of our lead paint technicians are bilingual and speak fluent Spanish.

### 3. RECOMMENDATIONS/ HAZARD CONTROL OPTIONS

The report will denote both the locations of any lead based paint identified during the inspection as well as identify any lead hazards. To determine if a lead hazard exists, LTE will take dust wipe samples and soil samples which place in centrifuge tubes and drop off at a laboratory accredited by the American Industrial Hygiene Association (AIHA) and that participates in their ELLPAT testing program for AAS analysis. Based on the children's use patterns, location of lead based paint, condition of the paint and lead dust levels, LTE will make specific recommendations for either abatement, interim controls, safe work practices, etc. LTE will also provide an estimate of the cost to set up containment (engineering controls) and perform precleaning, abate or eliminate the lead

paint hazard, and then perform final cleaning. The risk assessment provides cost effective abatement or management recommendations for the lead positive components in fair or defective condition.

Over the past 10 years, LTE has performed over 400 risk assessments for city housing departments and economic development departments throughout Los Angeles, Ventura, and Orange County.

#### 4. FLOOR PLAN

For identification purposes, the inspector will draft a floor plan of the residence denoting all rooms, doors, windows, sample locations, and the location of any defective components or existing lead hazards. The report explains how to orient the floor plan when visiting the residence.

#### 5. HUD VETTED REPORTS

Lead Tech provides comprehensive lead paint inspections and risk assessments for the City of Los Angeles Housing Department Lead Grant Unit and the Community Development Commission for the County of Los Angeles. Both of those agencies lead paint reports and overall compliance with lead paint HUD requirements were audited by HUD in early 2013, and many of the reports were found lacking. Lead Tech reformatted our risk assessment reports to comply with the format contained in the “HUD Guidelines Appendix 8:1.” Lead Tech’s report format was vetted by HUD and found to comply with their stringent requirements.

LTE conducts both the lead inspection and risk assessment at the same time with the results contained in one hybrid report. The report will denote the testing methodology, description of the residence, location of components tested, identify all the lead positive components in a separate summary page, and detail whether the dust and or soil samples tested positive for a lead hazard. For easy reading, LTE provides an executive summary on page 1 which denotes the components that tested positive for LBP, and whether we detected any LBP dust or soil hazards, and the condition and size of lead positive components. Based on our findings and any information gleaned from the tenants, LTE will provide lead hazard abatement or interim control recommendations. If a lead hazard exists, LTE will recommend triple cleaning of rooms that contain excessive lead dust levels. Those areas must be HEPA vacuumed, washed with a detergent such as Simple Green, and HEPA vacuumed. The report will also mandate that the contractor pass final clearance.

#### 6. DIGITAL PHOTOS

If requested, LTE can take digital photos of lead positive components in deteriorated condition.

### **D. LEAD ABATEMENT DESIGN**

The abatement design or abatement specification informs the lead contractors how to properly contain, abate and dispose of lead positive components. To draft a proper



abatement specification, LTE initially speaks with the construction specialist and requests a copy of the rehabilitation scope of work. LTE compares the lead inspection/risk assessment results with the general rehabilitation scope of work to design an abatement plan/specification that makes sense for the residence. There is no purpose to recommend paint film stabilization on exterior window sashes if the window will be replaced as part of the rehabilitation. LTE always recommends the most cost effective means to repair or abate the lead positive components. After presenting the City and lead contractor with our abatement plan/specification, LTE generally likes to go on a job walk with the contractor to confirm everyone is on the same page. Sometimes we suggest that the lead positive components scheduled for removal should be marked with a specific color of paint to avoid any confusion or misunderstandings.

Our lead abatement plans/specifications provide the following information: list of key abatement words and their definitions; listing of all pertinent regulations and other requirements such as postings, security issue and insurance requirements; pertinent parties involved and monitoring the project; health and safety issues for both workers and occupants; specific lead based paint abatement plan for the individual building component by component; clean up requirements; discusses clearance testing and hazardous waste disposal requirements.

## **E. LEAD ABATEMENT MONITORING**

Once the abatement contractor has been selected, LTE generally requests that the contractor fax copies of the workers' CDPH lead certifications and the name and CDPH certification of the job's lead contractor supervisor. In addition, we will need to know if the company is EPA RRP certified and the workers trained per the EPA RRP Rule. LTE also wants a copy of the written compliance plan, which discusses the work to be performed, duration of the job and safety precautions that will be used. LTE will confirm the contractor has a copy of our abatement specification and discuss the scope of work. We put all this information into a file with a copy of our abatement specification. As stated, our abatement monitor will have read the abatement specification and discussed the job with the abatement contractor prior to visiting the site. If requested, he will notify the City of his visit. To confirm that everything runs smoothly, we generally try and visit the site after containment is set up but before actual abatement takes place. That way we can walk the job very quickly with the abatement contractor to confirm once again that everyone is on the same page. We will not schedule any future monitoring visits, rather we show up to confirm safe work practices are followed and that all critical barriers are still intact. To reduce costs, LTE normally monitors small residential lead abatement jobs after containment is set up and then when the work is complete to perform clearance testing. LTE will only conduct multiple monitoring visits if the City would prefer multiple visits.

The abatement monitor will take daily field notes and document his findings or observations in site-specific field logs. Upon completion, we will forward the City a report denoting our findings. If we notice improper containment or violations of the HUD Guidelines or Cal OSHA regulations, we immediately inform the contractor to

cease all work and instruct them in what needs to be done to properly comply with same. In these instances, we will notify the City construction specialist assigned to the job of any potential delays. LTE has monitored enough LBP abatement jobs to realize the lead abatement contractor is normally working in coordination with the general contractor to meet pressing deadlines. Because lead abatement precedes the general rehabilitation contractor, LTE understands the lead abatement work can delay the general contractor and cause problems for everyone. We try to avoid these problems by speaking with all parties prior to the commencement of the lead abatement so everyone knows what they need to do and what is expected of them.

To avoid any mistakes, the designated abatement monitor for a project meets with either Mr. Denzler or Mr. Kurelich before the scheduled abatement job. We confirm that the file is updated with copies of the lead report, abatement contractor scope of work and general contractor scope of work. Also, we want to make sure the abatement monitor has the contact information of the projects City officer, LBP abatement contractor supervisor and general contractor. We then discuss the necessary containment; exact scope of work of what will be removed, encapsulated, enclosed, etc.; submittal requirements from abatement contractor (CDPH certs of employees, 8551 form, CAL OSHA required docs); and the duration and schedule of the job. In short, we discuss the matter before the job begins to avoid problems when the job is underway.

We will inquire about the profiling of any lead paint waste, and see if the contractor plans to first submit the samples for TTLC testing prior to STLC or TCLP. LTE can also submit core samples for hazardous waste analysis. We always request a copy of the manifest that is signed by the owner and the abatement contractor.

LTE will provide a copy of the final close out report to the City within 10 days. If we are having problems receiving any follow up or requisite documentation from the abatement contractor, we will notify the City representative.

#### **F. POST HAZARD REDUCTION CLEARANCE TEST**

LTE conducts clearance testing in accordance with the Housing & Urban Development (“HUD”) *Guidelines For The Evaluation And Control of Lead-Based Paint Hazards in Housing* revised in 1997 (“HUD Guidelines”). LTE abides by Title 17 of the California Code of Regulations Division 1, Chapter 8 mandate regulatory lead dust limits for floors, window sills, window wells and soil. In addition, LTE used Ghost Wipes for sampling which meet ASTM E1792 performance requirements. To date, LTE has conducted over 700 lead paint clearance tests for cities and contractors throughout Southern California.

The purpose of the Clearance Testing is to confirm the lead abatement was properly done and that the Residence was cleaned so that no hazardous levels of lead dust remain in the Residence. In essence, it confirms the contractor did everything in the lead abatement scope of work and that the house is safe for occupancy. The clearance test should be performed as soon as the lead abatement contractor completes the job and performs cleanup. This avoids the potential for cross contamination.

LTE requires a copy of lead abatement contractor's scope of work prior to visiting the site for final clearance testing. After reviewing the scope of work, our risk assessor/inspector visits the site and visually confirms that all the lead abatement work was properly completed. Subsequently, he/she takes dust wipe samples in the areas that underwent abatement and soil samples along the Residence's drip line area. LTE rubs the ghost wipes in an "S" pattern once over the entire measured area. The wipes are folded in half with the dust collected on the inside, and the area is gone over once again at a 90 degree angle to the first "S." LTE places each sample in zip lock 6 mil polyethylene baggies. We complete a chain a custody form and forward the samples to a laboratory for atomic absorption spectrometry ("AAS") analysis. The laboratory is accredited by the American Industrial Hygiene Association (AIHA) and participates in their ELLPAT testing program for lead.

Unless requested otherwise, LTE has the laboratory fax us the results of the AAS testing within 24-48 hours of receipt. We review the laboratory results to determine whether the Residence is safe for occupancy (i.e. that the sample dust results tested below California regulatory levels).

### **1 LABORATORY**

LTE utilizes LA Testing and AmeriSci for AAS analysis. They are both accredited by NESHAP and the American Industrial Hygiene Association (AIHA) and participates in their ELLPAT testing program for lead.

Unless requested otherwise, we have the laboratory fax us the results of the AAS testing within 24-48 hours of receipt. We review the laboratory results to determine whether the Residence is safe for occupancy (i.e. that the sample dust results tested below California CDPH regulatory levels).

### **G. CLOSEOUT REPORT**

LTE will provide a closeout report after the completion of abatement monitoring and clearance sampling. The Closeout report will provide a summary of the scope of work as well as the Contractor's abatement Work Plan of how it plans to conduct the abatement; how it will set up containment; and how it will conduct daily and final clean-up. The Closeout Report will denote the commencement and completion dates, and the abatement monitor's daily field notes of contractor daily activities. It will also include the contractor submittal packages with (worker certs, CDPH and OSHA notification forms, sign in and sign out dates, insurance, all pertinent OSHA documents, waste profiling results, and hazardous waste manifests. The Closeout report will also document any change orders, contractor violations or safety issues, etc.

LTE will also provide the clearance sample results and a summary of clearance findings.

## **E. EMERGENCIES**

The City of Huntington Park can always call Lead Tech's owner, Steven Denzler's cell phone to ensure rapid response in case of emergencies. LTE will respond within 2 hours.

## **LTE OFFICE**

Most of the inspections are scheduled by our office assistant/secretary, Alison Travers. She will schedule the initial appointment with the home owner. She is bilingual and explains to the owner or occupant who we are, what we need to do, and why we need to do it. After the initial appointment, our inspectors generally make a follow up call the day of the appointment to confirm it. All of our inspectors have cell phones to contact both the home owner and the office should questions arise. Moreover, they take a copy of the work order with them to assure the person living in the home that we are authorized to perform the work. For credibility, our inspectors always carry their CDPH certification identification card with them on the jobsite.

## **EFFICIENCY**

Based on our experience working with city housing departments, LTE is very efficient. To avoid follow-up questions, we request that the City officer provide us with the following information: name and phone number of the borrower/owner, property address that needs our attention, description of services desired (inspection, risk assessment or both, clearance test, etc.) loan amount as being under or over \$5,000, work authorization number if required and name of the construction specialist that ordered the work. For purpose of 24 CFR Part 35, the loan amount and possibly scope of work will dictate the type of lead inspection be it a lead screening, HUD lead inspection or lead paint inspection and risk assessment. In addition, if the loan is in excess of \$25,000 it affects the recommendations LTE provides in its risk assessment. All of this information is generally faxed or emailed to our office. We generally try and schedule the initial assessment or lead inspection within a few days of receiving the work authorization but this can vary depending on the home owner/occupants availability.

Upon completion, LTE will immediately email the City representative that ordered the inspection a copy of the report.

LTE is willing to work weekends when necessary. If our regular staff cannot work a weekend job, we utilize one of our two floating lead inspector assessors. By floating, I mean the inspectors work for multiple companies on an as needed basis. When an emergency arises, LTE can possibly schedule a job within 24 hours. We do our best to meet pressing deadlines. On such occasions, we have mailed or emailed the lead inspection report on the same day as performing the work. Currently, LTE has two XRF machines in the office. However, we also have access to another RMD XRF machine if we have a very hectic week and need to use all three.

The inspectors will notify the tenant or owner if they are running late or in case of a unique situation. LTE's goal is to arrive within 20 minutes of the scheduled time. The company policy is to schedule the work a few days in advance and then make a reminder

call the morning of the appointment. This minimizes the potential for the occupants to forget about the appointment which will waste our inspector's time and require our office to reschedule the appointment

#### **IV. PROPOSED CONSULTANT TEAM**

Some of this information was covered in Section 1 under background and experience of individual team members.

LTE currently utilizes 3 California Department of Health Services certified lead based paint inspectors/assessors all trained to use our RMD XRF machines, 2 project monitors 1 project designer, and 1 sampling technician. We also have a full time secretary that helps organize the office and facilitate document production and shipment. One of the inspector's we use also has his own Niton XRF, and one has his own RMD XRF. All the technician's certifications are contained in Appendix A.

##### **A. STEVEN DENZLER**

The Project Manager assigned to the City of Huntington Park is Steven Denzler, Lead Tech's President. He will oversee all work.

Education: BA from UCSD and Juris Doctorate from USC. As an attorney and member of the California State Bar (12685), Steven Denzler's legal background provides him with a strong background to interpret Federal, State and Municipal lead based paint regulations such as OSHA, EPA, HUD, DTSC, TSCA, SCAQMD, and CDPH/DHS Title 17, etc.

##### **LEAD PAINT EDUCATION AND EXPERTISE**

Steven Denzler is CDPH certified in all four lead disciplines: lead paint inspector assessor, contractor supervisor, project monitor and project designer. His certification number is (1261) and he has been certified since 1995 or for 21 years. He has performed over 500 lead inspections, risk assessments and clearances; written over 100 abatement specifications; and monitored over 50 lead abatement projects.

In addition to owning and running LTE, Mr. Denzler was a silent partner in an EPA certified lead abatement company in Phoenix, Arizona. As a result, he has a great deal of experience in both lead consulting and lead abatement which allows him to relate to all parties drafting abatement plans or monitoring lead abatement projects. He was a member of the National Lead Abatement Council. Mr. Denzler is also an invited expert panelist (1 of 8 California lead paint experts) for drafting and refining the California CDPH State Exams (previously DHS) for lead based paint professionals (inspectors, monitors, contractor supervisors) administered by Cooperative Personnel Services. Mr. Denzler help draft and vet California State lead paint exam questions on four different occasions. A copy of his CDPH card, and RMD LAP-1 training is also attached.

##### **B. MICHAEL KURETICH**

Michael Kuretich has a BA from LBSU and has 22 years of experience as a lead based paint (LBP) inspector/assessor and project monitor. His CDPH number is (460). He has a diversified background in LBP consulting and abatement and has worked in both the

private and public sector. Mr. Kurelich has worked in both the private lead consulting sector with Barr and Clark Environmental, Allied Environmental Services, Environmental Engineering, and currently, Lead Tech Environmental. In addition, he worked in the public sector administering LBP grant programs for both the City of Riverside and City of Long Beach. While working for City agencies, he performed and oversaw the inspections of numerous single and multifamily structures, drafted the abatement plans, reviewed the abatement bids, monitored the lead abatement & performed lead clearance testing. In short, he oversaw the LBP projects from inception to completion. He also was the contractor/supervisor for a LBP abatement company in Phoenix, Arizona. He has monitored over 50 lead abatement jobs & performed a combined total of at least 500 lead inspections, risk assessments, screenings, and clearances. He has worked on military bases, Native American Reservations, UCLA, CSLA, numerous LA Unified Schools. He has also inspected 100's of single family residences for various City Housing Departments and the CDC. He has also inspected dozens of apartment units for lead based paint and asbestos for HACLA. Lastly, he has a copy of his CDPH card, and RMD LAP-1 training is also attached.

C. Rolando Mireles CDPH (21624) is a certified sampling technician. He will take the CDPH exam to become a lead inspector/assessor in the summer of 2016. Mr. Mireles is bilingual, and is also a certified CSST in asbestos. He has worked with Lead Tech full time for the past 5 years. He performs at least 8 lead paint inspections, risk assessments or lead screenings, and 3-4 asbestos inspections a week. He has inspected for lead based paint over 250 single family residences for municipal housing agencies and over 500 apartment units for HACLA. A copy of his CDPH card, and RMD LAP-1 training is also attached.

D. Freddy Torres CDPH (17424) is a certified lead paint inspector and assessor. He is bilingual, and is also a certified CAC in asbestos. He works on an as needed basis, and has his own Niton XRF machine. Mr Torres helped Lead Tech inspect over 150 apartment units for lead based paint and asbestos at the Rancho San Pedro HACLA complex. A copy of his CDPH card, and RMD LAP-1 training is also attached.

## **V. PROPOSED FEES**

A summary of single family unit pricing is provided in the table below:

ITEM	LEAD BASED PAINT TASKS	PRICE	INCLUDES
1	Limited LBP Screening	\$195	Test with XRF only exterior or limited interior. Includes labor, and report.
2	Lead-Based Testing (8 samples) & Report	\$395	Full HUD XRF testing, risk assessment, 8 wipes, labor and report.
2A	Comprehensive Lead Paint Inspection	\$290	Full XRF testing and report. Risk assessment not necessary if no positive levels of LBP are detected.
3	Dust Wipe Samples or Soil Samples	\$13	\$13 per additional dust wipe or soil sample.
4	Lead Paint Work Specifications	\$170	Per housing unit
5	Lead Paint Clearance	\$170 + \$13 a sample so \$248 for 6 samples \$274 for 8 samples	Includes report and 6-8 wipes or soil samples.

Please note LTE will not charge both \$290 for lead paint inspection plus \$395 for a risk assessment. The \$290 price is for residences that do not contain lead paint. In those scenarios, HUD states a risk assessment is not necessary so the City saves money on sampling costs. Line Item 2 price of \$395 is the price for both a full lead paint inspection and a risk assessment and 8 samples. Any additional samples will be billed at \$13 each. Per HUD, a risk assessment should include 9 dust wipes and 2 soil samples.

## **VI. BUDGET**

### **A. LIMITED SCREENING**

LTE charges \$65 an hour for our inspector/assessor. A screening will take about 1-2 hours. The office time to draft a report is about an hour at \$50 and then the owner reviews and edits the report.

### **B. SINGLE FAMILY RESIDENCE LEAD PAINT INSPECTION DISCOUNT**

LTE will provide a **3% discount** if we can schedule 2 or more residences on the same visit. Each residence takes about 3 hours to inspect, complete laboratory chain of custody forms, drop off samples, etc. We charge \$65 an hour. The price of \$290 includes the cost for drafting the report \$50 an hour, and then the owner reviewing and editing the report, etc.

C. MULTIFAMILY INSPECTIONS

LTE will charge the initial price of \$290 to perform a full lead paint XRF test and or risk assessment (price not including samples) in the first unit, and then \$100 for the second unit. For the third and any additional Units, LTE would charge \$70 a unit. This assumes the units are part of one building. So a four unit building would cost \$530 for a full lead paint inspection and risk assessment not including the cost of samples. LTE would charge \$13 a sample.

D. LEAD SPECIFICATIONS

The owner will draft the specifications, and he charges \$85 an hour and the average specification takes about 2 hours.

E. CLEARANCE

Our inspector will charge \$60 an hour to complete the clearance (total about 2 hours) and then our office will charge \$50 an hour to draft the report.

The prices submitted above are authorized by Steven Denzler, Lead Tech's president. Lead Tech Environmental is a California S Corporation. Mr. Denzler is the agent for process at 2348 Camino Robledo, Carlsbad, CA 92009.

If you have any additional questions, please do not hesitate to contact.

Sincerely,



Steven Denzler  
President



## **APPENDIX A**

### **LEAD PAINT PROFESSIONAL CERTIFICATIONS**

State of California Department of Public Health

of Related  
Vocational  
Certificate

Expiration  
Date

Expiration  
Date



<b>Inspector/Assessor</b>	<b>01/19/2017</b>
<b>Supervisor</b>	<b>01/19/2017</b>
<b>Project Designer</b>	<b>01/19/2017</b>
<b>Project Monitor</b>	<b>01/19/2017</b>



**Steven W. Denzler**

ID #: **1261**

# Certificate of Achievement

This is to certify that

**Steve Denzler**

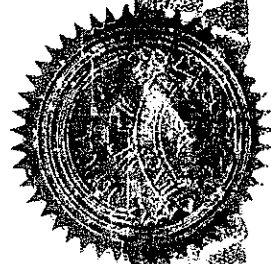
**Lead Tech**

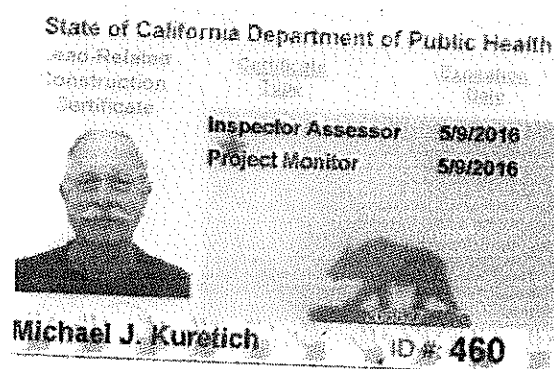
on the 5th of November, 2013 successfully completed the factory training for

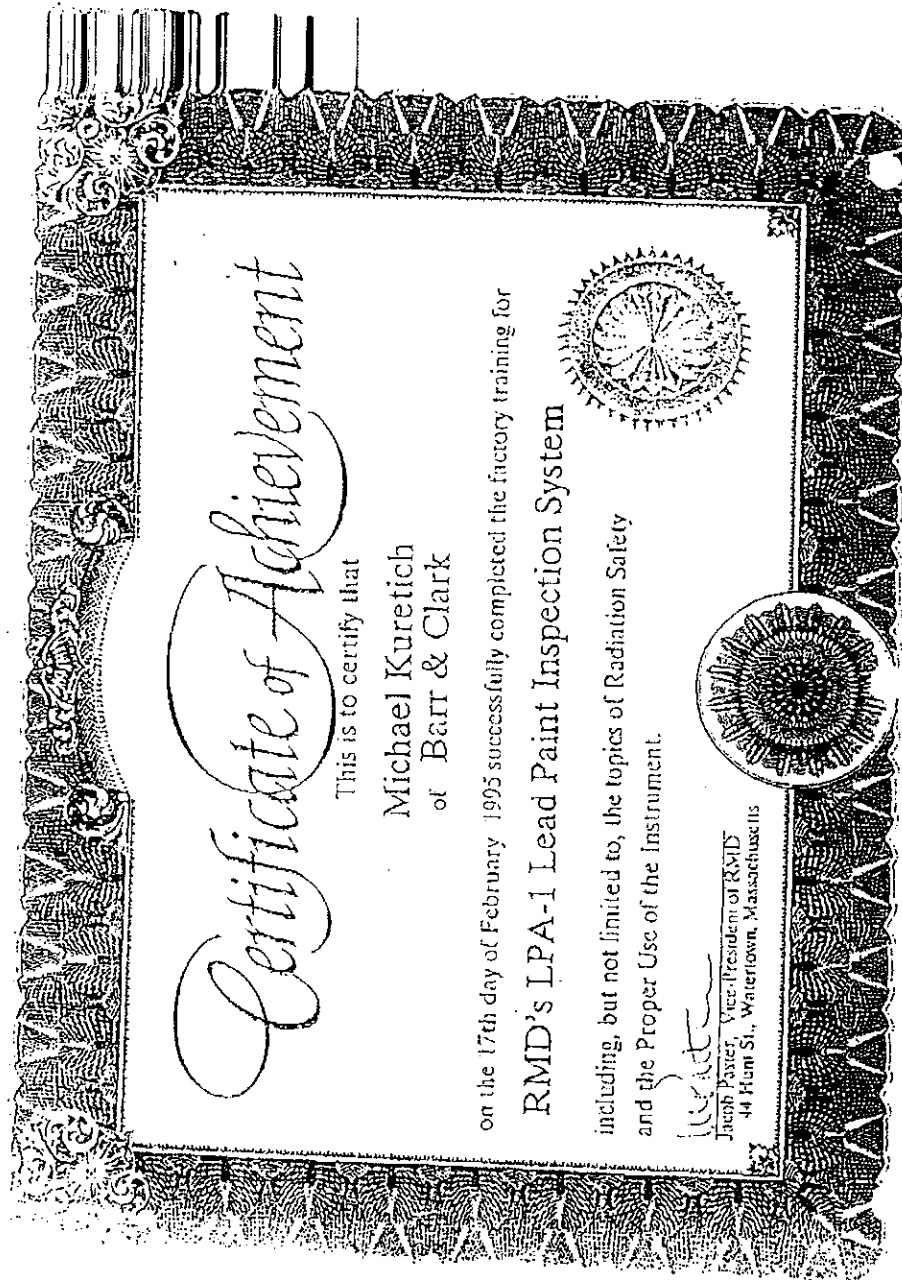
**Dynasil Products XRF Lead Paint Inspection System**

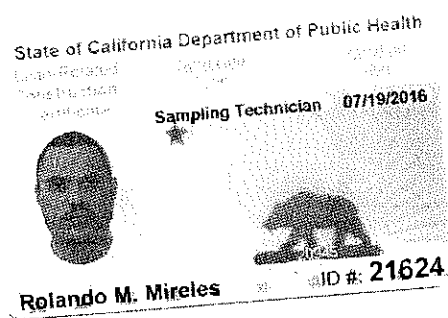
Including, but not limited to, the topics of Radiation Safety, DOT Regulations, Haz-Mat Security Awareness and the Proper Use of the Instrument.

*Kathleen Tighe*  
Kathleen Tighe, Sales Manager, Dynasil Products  
44 Hunt Street, Watertown, Massachusetts









# *Certificate of Achievement*

This is to certify that

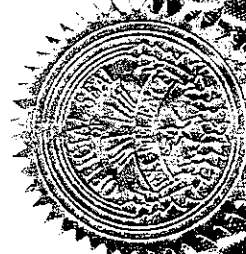
**Rolando Mireles**

**Lead Tech Environmental**

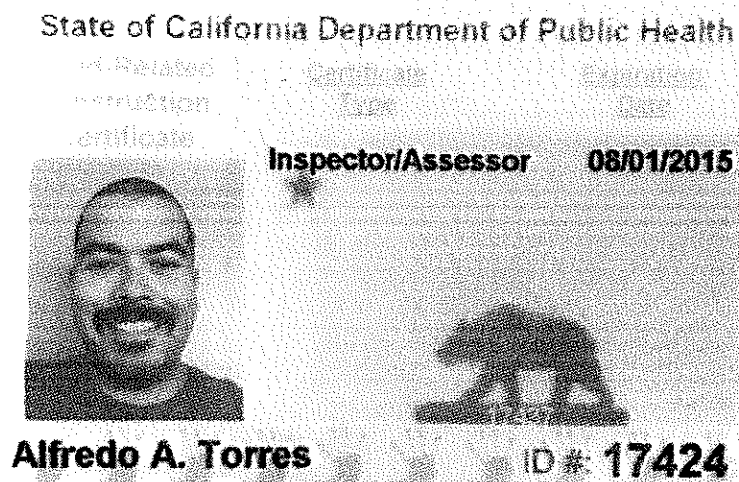
on the 29th of March, 2012 successfully completed the factory training for

**RMD's LPA-1 Lead Paint Inspection System**

including, but not limited to the topics of: Radiation Safety, DOT Regulations, Hazmat Security Awareness, and the Proper Use of the Instrument.



*Kathleen Tighe*  
Kathleen Tighe, Sales Manager RMD  
130 Galen Street, Watertown, Massachusetts



We will provide the City with a copy of Alfredo Torres updated certificate if Lead Tech is selected. Unfortunately, Alfredo is out of town the past couple of weeks.



# Certificate of Achievement

This is to certify that

**Alfredo Torres**  
**IAQ Plus LLC**

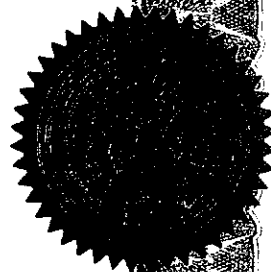
on the 19<sup>th</sup> day of April 2006 successfully completed the factory training for

**RMD's LPA-1 Lead Paint Inspection System**

including, but not limited to, the topics of Radiation Safety and the Proper Use of the Instrument



Jacob Paster, Vice President, RMD  
44 Hunt St., Watertown, Massachusetts



## **PROOF OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: D2

DATE (MM/DD/YYYY)

02/09/2016

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

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

PRODUCER Snapp & Associates Insurance Services, Inc. 438 Camino del Rio So. #112 San Diego, CA 92108 Pat Palmer Insurance Services	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: LEADT-1
INSURED Lead Tech Environmental Steven Denzler 2348 Camino Robled Carlsbad, CA 92009	INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Ins INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	G27447053002	05/05/2015	05/05/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER X POLICY [ ] PRO- [ ] LOC
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS		G27447053002	05/05/2015	05/05/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE, OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liab		G27447053002	05/05/2015	05/05/2016	Prof/Prof 1,000,000
A	Pollution		G27447053002	05/05/2015	05/05/2016	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Operations of the named insured subject to the terms and conditions of the policy. Certificate holder is named as additional insured per the attached endorsement. 30\* days notice of cancellation, 10\* days notice of cancellation in the event of nonpayment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

NHSOFLA NHS of Los Angeles County 3926 Wilshire Blvd. Los Angeles, CA 90010	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sarah Guzman</i>
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ACORD 25 (2009/09)

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POLICYHOLDER COPY

SC

P.O. BOX 8192, PLEASANTON, CA 94588

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 01-01-2016

GROUP:  
POLICY NUMBER: 1696984-2016  
CERTIFICATE ID: 124  
CERTIFICATE EXPIRES: 01-01-2017  
01-01-2016/01-01-2017

COUNTY OF LOS ANGELES  
700 W MAIN ST  
ALHAMBRA CA 91801-3312

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2015-01-27 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: COUNTY OF LOS ANGELES

ENDORSEMENT #1800 - STEVEN DENZLER, PRES, SEC, TRE - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2004 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2016-01-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: COUNTY OF LOS ANGELES

EMPLOYER

LEAO TECH ENVIRONMENTAL  
2348 CAMINO ROBLEDO  
CARLSBAD CA 92009

SC



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

April 5, 2016

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:

**AUTHORIZE PROVISION OF PARKING CITATION PROCESSING SERVICES BY DATA TICKET INC., AND APPROVE A RESOLUTION ESTABLISHING PARKING VIOLATION PROCESSING FEES TO BE COLLECTED BY A THIRD PARTY**

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

1. Authorize the provision of parking citation processing services by Data Ticket, Inc. for an initial period of three (3) years, plus two (2) optional one-year extensions;
2. Authorize the City Manager to execute the agreement; and
3. Adopt Resolution No. 2016-10, Establishing Parking Violation Processing Fees to be collected by a Third Party.

**BACKGROUND**

The City partially outsourced parking citation collections and fine collections in FY 13-14 with the expectation of maximizing revenue collections and reducing use of staff resources. Accordingly, the City entered into an agreement on March 14, 2014, with Duncan Solutions, Inc. to provide a portion of the citation processing and fine collection services. Police Department staff is responsible for issuing citations, uploading citation data onto Duncan's reporting system, and conducting administrative reviews and adjudicating contested citations. Finance staff is responsible for the manual input of parking fine revenues onto the City's financial system along with managing the program and service provider.

The City has not achieved the intended results for any number of reasons including technological deficiencies, timeliness with respect to administration and adjudication, and overall lack of accountability with the end result being disappointing revenue production.

**AUTHORIZE PROVISION OF PARKING CITATION PROCESSING SERVICES BY DATA TICKET INC., AND APPROVE A RESOLUTION ESTABLISHING PARKING VIOLATION PROCESSING FEES TO BE COLLECTED BY A THIRD PARTY**

April 5, 2016 - Page 2 of 6

Parking fine collection data provided in the accompanying table indicates that a combined 24% of fines were unpaid for FYs 11-12 and 12-13 while all processing and collections were performed in-house. This number increased in FYs 13-14 and 14-15 to 35%. This represents a 43% increase in unpaid parking fines in the two fiscal years since this function has been outsourced. The bottom line is that in FY 15, the Finance Department wrote off \$2.3 million in parking fines deemed uncollectible for the prior two-year period. While collection is never 100%, this level of financial performance should be unacceptable to all stakeholders.

<b>FY</b>	<b>Citations Issued</b>	<b>Total Fines</b>	<b>Paid Fines</b>	<b>Unpaid Fines</b>	<b>% Unpaid</b>
12-13	26,340	1,361,917	1,032,078	329,839	24%
11-12	29,901	1,615,273	1,239,086	376,187	23%
<b>In-house Total</b>	<b>56,241</b>	<b>2,977,190</b>	<b>2,271,164</b>	<b>706,026</b>	<b>24%</b>
14-15	29,398	\$ 1,510,876	\$ 1,010,046	\$ 500,830	33%
13-14	26,936	1,387,475	878,519	508,956	37%
<b>Outsourced Total</b>	<b>56,334</b>	<b>2,898,351</b>	<b>1,888,565</b>	<b>1,009,786</b>	<b>35%</b>
<b>Four-Year Total</b>	<b>112,575</b>	<b>5,875,541</b>	<b>4,159,729</b>	<b>1,715,812</b>	<b>29%</b>

Changes have to be made beginning with a service model that has the potential to yield better results. Thus, the proposed scope of services would include all functions currently being performed by Finance and the Police Department staff, including review and adjudication of contested citations. Technological capabilities, including both hardware and software, are intended to be state-of-the-art, thereby providing and maintaining a direct interface between the City and the proposed contractor's financial reporting systems that will allow for the real-time transmission of information.

**RFP PROCESS**

With the foregoing goals in mind, staff issued a request for proposals (RFP) for the parking citation processing services on December 4, 2015. Staff compiled a list of possible vendors by soliciting input from neighboring cities, conducting online research, and reviewing the City's previous solicitation for this service. Electronic copies of the RFP were also posted on the City's website as well as the California Society of Municipal Finance Officers' website ([www.csmfo.org](http://www.csmfo.org)).

Of the vendors indicated on the page which follows, five proposals were received by the due date of January 27, 2016. It is also worth noting that businesses such as Xerox and PRWT declined to respond for reasons related to scale of the City's business.

# **AUTHORIZE PROVISION OF PARKING CITATION PROCESSING SERVICES BY DATA TICKET INC., AND APPROVE A RESOLUTION ESTABLISHING PARKING VIOLATION PROCESSING FEES TO BE COLLECTED BY A THIRD PARTY**

April 5, 2016 - Page 3 of 6

An interview panel comprising Finance, Police, and Public Works staff reviewed the proposals based on the criteria enumerated within the RFP and concluded that Data Ticket, Duncan, and T2 met the best combination of qualifications and local experience; they were subsequently invited for interviews on February 22, 2016. Although CiteZone's proposal was found to be technically unresponsive, they were also invited as the Police Department staff wished to further explore.

<b>Firm</b>	<b>Vendors List</b>	<b>Submitted Proposal</b>
CiteZONE	X	X
Data Ticket, Inc.	X	X
Duncan Solutions, Inc.	X	X
EDC Corporation, dba AIMS Parking	X	
Municipal Citations Solutions		X
Phoenix Group	X	
PRWT	X	
T2		X
Xerox Parking Management Systems	X	

The panel unanimously agreed that Data Ticket seemed to meet the most comprehensive criteria based on the following qualitative factors:

- ✓ Extensive experience with providing similar services to other local cities (Bell, South Gate, Whittier, Lawndale, Long Beach, and Claremont)
- ✓ Range of services offered including administrative review and adjudication of contested citations
- ✓ Ability to support a direct interface with SunGard HTE
- ✓ Ability to implement and complete a transition plan by June 30, 2016
- ✓ Quality of proposed staffing plan
- ✓ Ability to provide and support state-of-the-art ticket issuing hardware and software
- ✓ Ability to provide real-time data reporting
- ✓ Demonstrated a high level of customer support and prompt response to staff's request for additional information.

## **COST CONSIDERATIONS AND PROPOSED TERM OF AGREEMENT**

The compensation for parking citation processing services is generated by fees which are in addition to fine amounts based upon the citation's lifecycle. For example, a citation that is paid within 21 days of its issuance may incur only \$0.40 in additional processing fees along with a \$3.95 convenience fee if the fine is paid with a credit or debit card. The amount of fees increases significantly if the citation is past-due or is being contested. Delinquent citations are assessed a surcharge that typically ranges from 15% to 30% of the total collection amount (consisting of the original fine amount, late fees, and additional processing and administrative fees).



**AUTHORIZE PROVISION OF PARKING CITATION PROCESSING SERVICES BY DATA TICKET INC., AND APPROVE A RESOLUTION ESTABLISHING PARKING VIOLATION PROCESSING FEES TO BE COLLECTED BY A THIRD PARTY**

April 5, 2016 - Page 4 of 6

As the following table indicates, Data Ticket presented the lowest unit costs for eleven (11) of the sixteen (16) services provided:

Service Description	CiteZONE	Data Ticket	Duncan	T2
1 Processing Cost per electronic citation	\$0.40	<b>\$0.40</b>	\$0.65	\$0.94
2 Processing cost per manual citation	\$0.40	<b>\$0.40</b>	\$0.90	\$1.02
3 Fist notice (including postage)	\$0.74	<b>\$0.72</b>	\$0.78	\$0.89
4 Delinquent letter notice (including postate)	\$0.74	\$1.50	\$0.78	\$0.89
5 Other correspondance letters	\$0.74	<b>\$0.72</b>	\$0.78	\$1.10
6 Conversion cost (per parking violation notice, transfer of records, etc.)	\$0.00	<b>Included</b>	No cost	\$3,000*
7 Online access (per workstation)	NA	<b>Included</b>	No cost	\$0.00
8 Payment processing (per payment)	NA	<b>Included</b>	\$0.27	\$0.00
9 Credit card convenience fee (paid by motorist)	\$0.00	\$3.50	\$3.95	\$3.75
10 Hearing hold placement - 1st level	\$0.00	\$0.50	\$1.25	\$1.50
11 Hearing hold placement - 2nd level	\$0.00	\$0.50	\$1.25	\$1.98
12 Payment plan administrative fee	\$0.00	<b>No Charge</b>	\$1.25	\$5.00
13 DMV hold placement	\$0.00	<b>No Charge</b>	No cost	\$0.00
14 Out of state collections	35%	<b>23%</b>	32%	30%
15 FTB collections	15%	15%	32%	13%
16 3rd party collections	35%	<b>28%</b>	32%	30%

\* Contingency

Similar to the resolution adopted in 2014, the accompanying resolution is also intended to grant Data Ticket the authority to add these fees to the amount of a parking citation fine in order to directly recover citation processing costs from the party to whom the citation is issued.

The cost of outsourcing parking citation processing and fine collections typically ranges from 8% to 12% of gross parking fine revenues collected. The table below indicates that the City's FY 14-15 gross revenues were \$1,099,302 of which 8% were paid to Duncan for services rendered and the remaining 92% going to the City as net revenues. Data Ticket's 12% cost will result in a service fee increase of \$48,468 assuming the same net revenue amount of \$1,010,046.

	Duncan		2014-15 Duncan		Difference
	Amount	%	Amount	%	
Service Fees	\$ 89,266	8%	\$ 137,734	12%	\$ 48,468
Net Revenues	1,010,046	92%	1,010,046	88%	-
<b>Gross Revenues</b>	<b>\$ 1,099,312</b>	<b>100%</b>	<b>\$ 1,147,780</b>	<b>100%</b>	<b>\$ 48,468</b>

The justification for this cost increase is borne out by the return on investment (ROI). The companion table indicates that 90% of the City's total unpaid parking citations were past due by more than 90 days and totaled \$3,963,680 in fines. If Data Ticket is successful in lowering this percentage from 90% to 80%, then an additional \$202,254 in gross revenues



**AUTHORIZE PROVISION OF PARKING CITATION PROCESSING SERVICES BY DATA TICKET INC., AND APPROVE A RESOLUTION ESTABLISHING PARKING VIOLATION PROCESSING FEES TO BE COLLECTED BY A THIRD PARTY**

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will be generated. Applying Data Ticket's increase in service fees of \$48,468 results in a net revenue amount of \$153,786, and thus a 317% ROI.

Citation Aging	FY 14-15 Existing			FY 14-15 Revised		
	Citations		Fines	Citations		Fines
	%	Quantity		%	Quantity	
91 days +	90%	\$ 31,151	\$ 3,963,680	80%	\$ 27,842	\$ 3,665,834
31 to 90 days	5%	1,887	159,818	10%	3,480	255,410
> 30 days (current)	5%	1,764	91,019	10%	3,480	91,019
<b>Total</b>	<b>100%</b>	<b>\$ 34,802</b>	<b>\$ 4,214,517</b>	<b>100%</b>	<b>\$ 34,802</b>	<b>\$ 4,012,263</b>
Difference (Existing - Revised)						<b>\$ 202,254</b>
Data Ticket Cost Difference						<b>\$ 48,468</b>
Net Revenue						<b>\$ 153,786</b>
Return on Investment (ROI)						<b>317%</b>

All agreements that require an upfront investment either in terms of investment of time or in equipment/technology, tend to be longer term in nature. This allows all parties the opportunity to recover costs of respective investments over time. The alternative to over-time cost recovery is on an upfront basis require necessitating cost and fee increases to the public. Given the City's investment in handhelds, changes and costs associated with our financial system, and required transitions, we are recommending an initial three-year term with one-year (1-year) options.

### **FISCAL IMPACT**

While we have highlighted several cost components, these costs are fully covered by associated revenue collection. From a big picture perspective, let us emphasize that the sole purpose for this undertaking is to:

- (1) Return the City to a revenue neutral position from which it began in FY 12, and
- (2) Achieve the intended revenue potential and exponential that is afforded with the parking citations process.

With revenue production ventures, the City has the ability to net costs against revenues as we did with Duncan; however, staff is opting to account for associated costs as opposed to netting.

The expectation is that these costs total \$137,734 per fiscal year as enumerated. With implementation not likely to be in effect until July 1, 2016, no

Fund	Purpose	Amount
111-3010-415.56-15	Citation Processing Services	\$ 96,318
111-3010-415.44-00	Citation Processing Equipment Lease	7,616
111-3010-415.56-41	Supplies and service fees	33,800
<b>Total Allocation</b>		<b>\$137,734</b>

**AUTHORIZE PROVISION OF PARKING CITATION PROCESSING SERVICES BY DATA TICKET INC., AND APPROVE A RESOLUTION ESTABLISHING PARKING VIOLATION PROCESSING FEES TO BE COLLECTED BY A THIRD PARTY**

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appropriation will be included with the FY 16/17 budget which will be presented to Council for consideration in June 2016.

**CONCLUSION AND NEXT STEPS**

All parking citations issued by the City must be processed in compliance with State of California Vehicle Code requirements and the City's business practices and policies. Staff strongly feels that the proposed engagement with Data Ticket will improve the City's compliance with these State and local requirements.

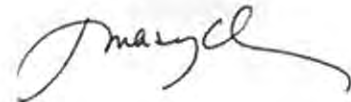
Upon approval of this item:

1. Staff will give the vendor a limited notice to proceed
2. Finalize the contract for the City Manager execution
3. Terminate the Duncan contract which provides for 30-day noticing provisions. No further costs are anticipated with termination of this agreement.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Jan Mazyck  
Interim Director of Finance/City Treasurer

**Attachments:**

- A – Parking Citation Processing Services Request for Proposals
- B – Data Ticket Proposal
- C – Draft Data Ticket Agreement
- D – Resolution No. ~~2016-10XXX~~, Establishing Parking Violation Processing Fees to be collected by a Third Party

Attachment A

# City of Huntington Park



**HUNTINGTON PARK**  
Request for Proposals

## Parking Citation Processing Services

December 4, 2015

**Proposal Due Date:**

Wednesday, January 27, 2016  
4:30 pm, Pacific Standard Time

**Submit proposals by email to:**

Art Cueto  
Senior Analyst  
[acueto@hpca.gov](mailto:acueto@hpca.gov)

**Proposal Contact:**

Art Cueto  
Senior Analyst  
323-584-6315  
[acueto@hpca.gov](mailto:acueto@hpca.gov)

# **Parking Citation Processing Services Request for Proposals**

December 4, 2015

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# **Parking Citation Processing Services Request for Proposals**

December 4, 2015

## **I. INTRODUCTION**

### **A. General Information**

The City of Huntington Park (City) is requesting proposals from qualified and technically capable firms to provide the City with Parking Citation Processing Services. These services will include citation processing, payment services, DMV information retrieval Franchise Tax Board (FTB) collections, and the provision of required equipment (i.e. including but not limited to hand-held ticket issuing units, printers, software, printers, and technical support).

Electronic copies of a proposal must be received via email no later than **4:30 PM on Wednesday, January 27, 2016**. Emails must be addressed to Art Cueto, Senior Analyst at [acueto@hpca.gov](mailto:acueto@hpca.gov).

Questions concerning the contents of this request for proposals (RFP) must also be emailed to [acueto@hpca.gov](mailto:acueto@hpca.gov). City staff will provide written responses to all questions received on or before **5:00 PM on Wednesday, January 6, 2016**. Each firm that submitted a question prior to this deadline will receive a full set of responses to all questions received.

The City reserves the right to the following:

- Retain all proposals submitted and to use any idea(s) in a proposal regardless of whether the proposal is selected.
- Request additional information or clarification on submitted proposals, allow for the correction of errors or omissions during the review process, reject any or all proposals, waive any non-material irregularities or information contained in any proposal, and to reject any item or combination of items.

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. Firms submitting proposals may be required to make oral presentation as part of the evaluation process and/or to submit best and final offers (BAFOs) at the City's discretion.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.) unless exempt.

Proposals may be submitted by either a single firm or by a group of firms that will collaborate to provide the services specified in this RFP to the City. If your firm is teaming with other firms to provide the services included in this RFP, please clearly identify the roles and responsibilities that each firm will assume or be assigned

## **Parking Citation Processing Services Request for Proposals**

December 4, 2015

within the proposal. Also identify who will serve as the team's project manager and primary point of contact with City staff.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected.

It is anticipated that the selection of a firm will be completed by early January 2016. A recommendation and proposed contract will be prepared for review and approval by the City Council at its February 2, 2016 meeting.

### **B. Terms of Agreement**

It is the intent of the City to contract for the services presented herein for an initial term of three (3) years plus the option to extend the terms of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of the terms, including a price acceptable to both the City and the selected firm.

### **C. Background**

The City of Huntington Park is located approximately 4.5 miles southeast of downtown Los Angeles. It encompasses an area of approximately 2.8 square-miles and has a population of 58,654 residents. A total of 981 parking meters are located on city streets within Huntington Park's commercial core. Parking restrictions/prohibitions are in place throughout the city on commercial and residential streets related to street cleaning or time limits.

Over the past four years, the City has issued an average of 25,603 parking citations annually and collected an average of \$1.3 million in revenues from the citations issued. However, both the number of citations issues and revenues collected have declined by approximately 36% over the past four years as shown in the following table.

<b>Fiscal Year</b>	<b>Citations</b>	<b>Revenue</b>
2011-12	29,901	\$1,584,629
2012-13	26,340	\$1,359,509
2013-14	26,936	\$1,310,210
2014-15	19,239	\$1,010,046
<b>Average</b>	<b>25,603</b>	<b>\$1,316,099</b>

The decline in the number of citation issued was due primarily to local enforcement issues including a moratorium approved by the City in FY 2014-15, however the collection of parking fines has steadily declined since FY 2011-12 due to a variety of reasons including the inability to process the citations in a timely manner resulting in a dismissal of fines, or a delay in the adjudication of contested citations.

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## **Parking Citation Processing Services Request for Proposals**

December 4, 2015

The City seeks to correct these issues by securing the services of a qualified and technically-capable firm to assume the management of citation processing and related administrative requirements.

### **II. REQUIREMENT OVERVIEW**

The selected proposer must clearly demonstrate the firm's qualifications, expertise, and ability to perform the following tasks or services:

- Demonstrate required technical proficiency and previous experience with municipal parking citation processing and collection services
- Ability to work closely with parking services and City staff on a regular basis
- Provide a high level of customer service to the City, its staff, and the community they serve
- Provide all required staffing, materials, equipment, tools, and technical skills required to furnish the services specified in this request and to do so qualitatively
- Ability to seamlessly convert all of the data presently located in the City's existing parking citation management system to the new fully-functional system
- Ensure that the system is operational 24/7 and provide prompt response to any technical issues that may affect the system's operations

### **III. SCOPE OF WORK**

The City seeks the services of a qualified firm to provide the following services on an ongoing basis throughout the term of this engagement:

- Parking citation management processing including collection services, FTB collections, and technical support
- Provision of the necessary equipment required for providing these services including, but not limited to handheld ticket issuing devices, printers, software, and related items

The following minimum scope of work summarizes the tasks detailed in Section IV Specifications.

The Consultant will be expected to perform the following tasks. A full description of these tasks is shown in **Attachment A – Detailed Scope of Work**.

- A. Transition Plan Development and Implementation
- B. Data Entry of Manual Citations

## **Parking Citation Processing Services Request for Proposals**

December 4, 2015

- C. Correspondence to Registered Vehicle Owners
- D. Information Retrieval from the DMV
- E. Collection and Data Processing
- F. Citation Database Access
- G. Citation Reporting
- H. Citation Database Management and Maintenance
- I. Violator Inquiry
- J. Citation Corrections
- K. Processing of Citations related to Disable Parking Violations
- L. Technical Support
- M. Administration Adjudication Services
- N. Fine Collections
- O. Franchise Tax Board Offsets
- P. Ticketing Hardware
- Q. Other

The City's duties and responsibilities related to the processing of parking citations include:

- Provide deposit slips and endorsement slips
- Upload all files generated by handheld ticket writers on a daily basis
- Reconcile daily reports
- Respond to credit card disputes and bank deposit corrections
- Process refunds for overpayments
- Provide guidelines to the Contractor regarding the waiving of late fees and the offering payment plans
- Respond to contractor's questions and requests for information related to violators
- Provide necessary hardware (i.e. computers and internet access) required for accessing the Contractor's database
- Completing forms required for accessing DMV data
- Providing in-person review or verification of missing disabled parking placards resulting in disputed citations

*(Remainder of page intentionally left blank)*



## **Parking Citation Processing Services Request for Proposals**

December 4, 2015

### **IV. SCHEDULE**

The City anticipates that the selection of a consultant and contract award will be completed by mid-February 2016. The transition period will commence immediately following the contract award, and the City expects for the transition to be completed by June 2016. The consultant will be expected to assume the day-to-day parking citation processing operations on July 1, 2016.

The selected consultant will be required to submit a transition plan and schedule to City staff for review and approval upon the award of the contract.

### **V. PROPOSAL FORMAT AND CONTENTS**

#### **A. Purpose**

Please demonstrate your firm's qualifications and technical capability to undertake the operations of the City's parking citation processing and payment services in conformity with this RFP's requirements. We invite you to use your response as a means of educating City staff with regards to the best practices and technologies for the collection and processing of parking citations.

Specific areas of interest to the City that should be addressed in a proposal include:

- Demonstrating how a firm has the capability and capacity to improve the overall operations of the City's parking citation processing and related administrative requirements.
- Demonstrating a firm's past experience in providing similar services to other municipal clients and the ability to quantify the results of these engagements in terms in the number of citations processed and fines collected.
- An understanding of industry best-practices and an ability to provide an innovative approach to providing these services in a cost-effective manner.
- Ability to work collaboratively with City staff throughout the engagement's duration.
- Experience in the use of state-of-the-art equipment and use and ability to integrate this technology with the City's financial reporting (general ledger) system.

#### **B. Format**

Proposals are limited to 20 pages in length, not including the title page, table of contents, and the fee proposal. It should be prepared simply and economically and provide a straightforward and concise description of the firm's capabilities to satisfy this FRP's requirements. A proposal's substance will carry more weight

## **Parking Citation Processing Services Request for Proposals**

December 4, 2015

than its form. Information with regards to a firm's qualifications, approach, and staffing must be presented in a clear and concise manner. The proposal must be submitted via email as a PDF file.

### **C. Submission Requirements**

The following subjects represent the criteria that will be used to evaluate a firm's ability to successfully provide the service described in this RFP. Thus, it is critical that a firm's technical proposal fully include all items listed below and clearly present the information needed to support the proposer's technical capabilities and experience.

A completed proposal must contain the following sections presented in the following order:

#### **1. Title Page**

The title page must include the RFP's title; the firm's name and address; name, title, telephone number, and email address of the firm's primary point of contact, and the date of the proposal.

#### **2. Table of Contents**

The table of contents must identify the proposals contents by section and page number. Cross referencing to the section and page number in the RFP is helpful.

#### **3. Signed Transmittal Letter/Executive Summary**

The transmittal letter must be prepared in the form of an executive summary that provides a concise overview of the information contained in the firm's proposal. In addition, it must also include the a statement affirming the proposer's acceptance of the acceptance of, or exceptions to the terms and conditions included in Exhibit A – Anticipated Form of Contract, and the name, title, telephone number, and email address of the person(s) authorized to represent the proposer. It must also state that the both the technical and fee proposals are valid for 180 days as of from the proposal submission date.

#### **4. Staffing and Qualifications**

A firm must be able to demonstrate how its staff will be managed and deployed in order to work in a collaborative manner with City staff to provide the services identified in this RFP. The City places a high priority on a firm's ability to work closely with City staff both on-site and remotely, provide requested information in a clear and concise manner, and to provide technical support as needed.

Please provide the following information about how your firm will staff this engagement:

- a. Provide the names of each of your staff members that will be assigned to the City's engagement and indicate each individual's role.

## **Parking Citation Processing Services Request for Proposals**

December 4, 2015

- b. Identify who will serve as the project manager and the primary point of contact with City staff.
- c. Provide a staffing plan that shows how your firm's proposed staffing will be sufficient to ensure that it will be able to provide the services identified in this RFP in an expedient and cost-effective manner.
- d. Identify the roles and responsibilities of each firm included in your proposal if you are submitting a proposal jointly with another firm(s).

### **5. Technical Approach**

Please fully respond to the following:

- a. Given the City's proposed scope of services and its existing challenges, please describe the service model that you recommend.
- b. Based on your service model recommendation what technologies are most compatible or best meet the City's needs?
- c. How has the use of these technologies allowed your firm to improve the overall efficiency and cost effectiveness of parking citation issuance, processing, and fine collections with other municipal clients?
- d. Please describe how the City best facilitates a transition plan from the existing vendor to your firm in the event that it chooses to select a new vendor.

You are encouraged to include any additional tasks or services not included or identified in the Scope of Work, or propose modifications to the Scope of Work that you feel are necessary in order to provide the services specified in this RFP. Clearly state the reasons why these tasks or services are required, and include their cost as "Optional Costs" in the Cost Proposal.

### **6. Experience**

Please demonstrate your firm's experience in providing similar services to municipal clients by providing a listing of existing and completed similar engagements that the firm has undertaken over the past five (5) years. This information should be presented in tabular form and include:

- a. Beginning and end date of each engagement
- b. The number of citations processed and payments collected.
- c. Identify any unique or innovative ways that your firm worked with the client to address issues related to the collection of payments for delinquent or pass-due citations or any unique circumstances your firm needed to address in order to improve the processing and adjudication of parking citations and the collection of fees.
- d. The City's financial system is "Sungaurd HTE". Please describe your firm's experience or familiarity with the use of this system and how you

## Parking Citation Processing Services Request for Proposals

December 4, 2015

propose to integrate your ticket processing and payment collection operations with this system.

- e. Provide the names and contact information of three (3) professional references from municipal agencies of similar size to the City, preferably within the greater Southern California region (Los Angeles, Orange, San Bernardino, and Riverside Counties). This information should include the name of the client agency; nature of services provided; and a contact person's name, title, telephone number, and email address.

### 7. Schedule

The City anticipates awarding the contract for this engagement on February 2, 2016. The transition from the current to the new vendor (if a new vendor is selected) will take place between the contract award date and June 30, 2016. The new parking citation processing and payment collection system should be fully implemented and functional no later than July 1, 2016.

- a. Based on your firm's prior experience, do you feel that the City's suggested timeline is a realistic expectation? Please explain your reasoning.
- b. If you feel that this timeline is realistic, please provide a preliminary work plan that you feel contains the necessary tasks, activities, and staffing required to achieve a fully functional parking citation processing system on or before July 1, 2016.
- c. Please describe any modifications that you deem are necessary if you feel that the City's timeline is not realistic. Identify what the reasonable length of the transition period will be, enumerate major milestones and deliverables, and identify the date by when the new parking citation processing system will be fully operational.
- d. Identify if a revised implementation schedule will result in any cost impacts.

### 8. Cost

Your firm's proposal must include all pricing information relative to performing the parking citation and payment processing services as described in this RFP. The cost proposal will be based on the fees charged for the services included in this RFP per citation processed. Each firm is responsible for including all project-related costs shown on **Attachment B – Fee Proposal Template**. All other costs, including any indirect costs or reimbursable expenses must be listed separately.

The City will not be responsible for expenses incurred in preparing and submitting the technical and cost proposals. The cost proposal must therefore not include such costs.

*(Remainder of page intentionally left blank)*

## **Parking Citation Processing Services Request for Proposals**

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### **VI. PROPOSAL SUBMITTAL**

#### **A. Instructions**

Proposals are to be emailed to the address identified in this request as separate PDF files. The files should be clearly labeled with as “HP Parking”, followed by the Proposer’s name, and then “Proposal” (i.e. “HP Parking Smith Parking Proposal.pdf”).

Any proposal that is received following the deadline stated herein or that otherwise does not comply with the requirements identifies in this RFP will be deemed unresponsive and will not be evaluated. Information for submitting the proposals is shown in the following table.

<b>Proposals due:</b>	Wednesday, January 27, 2016
<b>Time:</b>	Proposals must be received no later than 4:30 PM (Pacific Standard Time)
<b>Proposal format:</b>	PDF files attached to an email
<b>Submittal method:</b>	Proposals must be emailed to <a href="mailto:acueto@hpca.gov">acueto@hpca.gov</a>

#### **B. Questions Regarding This RFP**

City staff will respond to all questions regarding this RFP received on or before Wednesday, December 19, 2015. Email all questions to Art Cueto at [acueto@hpca.gov](mailto:acueto@hpca.gov). A complete listing responses to all the questions received will be emailed to all firms who have requested a copy of this RFP and those that emailed questions. Staff will not respond to questions received via telephone or in person.

The City may issue RFP addenda if necessary.

### **VII. EVALUATION PROCEEDURES**

#### **A. Evaluation Schedule**

City staff anticipates awarding a contract for the services identified in this RFP by early February 2016 based on the following schedule:

<b>Activity</b>	<b>Date</b>
Issue RFP	December 4, 2015
Last day to submit questions	January 6, 2016
Proposals due	January 27, 2016
Oral interviews (at City’s discretion)	February 2, 2016
BAFOs due (City’s discretion)	February 4, 2016
Contract award by City Council	February 16, 2016

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### **B. Proposal Review**

The Interim Finance Director will convene a panel consisting of a minimum of three members. The panel will include Huntington Park Police Department staff, finance department staff, and at least one non-city employee.

### **C. Evaluation Criteria**

The technical proposals will be evaluated using three sets of criteria. The following represent the principal selection criteria that will be used during the evaluation process.

#### **1. Mandatory Elements (Pass/Fail)**

- a. Evidence that the proposer is licensed to do business in California.
- b. Submission of the proposer's current SSAE 16 report.
- c. Evidence that the proposer's systems are PCI compliant.
- d. The firm adhered to the instructions in this RFP with regards to content and organization and submitted both the technical and cost proposals on or before the submittal deadline.

#### **2. Technical Qualifications (60%)**

The evaluation of a proposer's technical qualifications will be based on its experience and performance on previous similar engagements with local governments, thoroughness of the proposer's approach in providing the services identified in this RFP, and adequacy of the proposed staffing plan to provide the required services.

#### **3. Price (40%)**

### **VIII. FORM OF CONTRACT**

The City anticipates that the final contract will be substantially in the form and substance as the sample included in Exhibit A. Proposers shall affirmatively state that they accept all terms and conditions included in Exhibit A, or proposers may suggest alternative language for specific terms or conditions along with their rationale for requesting such changes. The City, in its sole discretion, may accept, decline, or negotiate any or all of the proposer's suggested changes.

*(Remainder of page intentionally left blank)*

## **Attachment A**

### **Detailed Scope of Work**

#### **A. Transition Plan**

1. Import current citation data into their citation management system. Contractor will ensure completion and accuracy prior to the go live date.
2. System conversion shall include all data currently in process for the citation processing including but not limited to:
  - a. Open Citations – Minimum three (3) years
  - b. Closed Citations – Minimum of 24 months history
3. Contractor shall identify the system that will be utilized for the parking citation management system, including hardware and software specifications.
4. Contractor shall provide detailed conversion time-lines, including the minimum, maximum, and most likely conversion scenarios.
5. Contractor shall implement the parking citation management system within sixty (60) days of “Notice to Begin” or receipt of existing database, or forfeit one-time conversion charge.
6. Train City staff for operation of all software elements and equipment provided, including but not limited to, features, inquiry capabilities to citation database and use of handheld ticket writing devices at the City.
7. Facilitate installation of software and remote access to database by working in conjunction with the City IT department.
8. Obtain approval from the City of standard forms and letters prior to use, including notices of delinquent violation.
9. Confirm all types of customer correspondence including but not limited to examples of letters to be sent to customer and methods of communication to designated City personnel.

#### **B. Data Entry from Manual Citations**

1. Data entry within 48 hours.
2. Edit capability to correct dates, violations codes and fine amounts.
3. Contractor to notify City regarding citations unable to be entered for any reason (no violation code, illegible handwriting on manual tickets, etc).

## **Parking Citation Processing Services Request for Proposals**

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4. File and store citations in easily retrievable format.
5. File and store hard copy citations for minimum of three (3) years and then destroy.

### **C. Registered Vehicle Owner Correspondence**

1. Mail parking violation notices within fifteen (15) calendar days after the date of citation issuance, for all citations which the Contractor has been able to obtain registered owner information. Notices should be mailed on a daily basis, excluding weekend mailing dates.
2. Notices of Delinquent Parking Violation shall be printed on a laser printer. Notices shall not be generated on snap-out forms without carbon insert, or carbonless multiple-part paper stock. Notices shall be printed and mailed out daily.
3. Notices shall include all citation information with the exception of any private issuing officer "comments" and shall have the citation number in a prominent, easy-to-see area.
4. Notices of delinquent parking violation shall include four (4) to six (6) lines of custom text for a special message if needed. Notices should give a telephone number for violation inquiries and for credit card payments. Notices should give a web address for violation inquiries and credit card payments.
5. The Contractor shall provide the necessary postage, correspondence, and ability to track forms to meet all applicable State and local laws regarding citation processing and adjudication. The City will provide all manual and handheld computer citation forms, unless otherwise agreed.
6. Contractor shall generate Delinquent Notice for unpaid citations twenty-one (21) days after the issued date of the violation; this date may change as needed or directed by the City.
7. Non-sufficient fund (NSF) letters will be mailed to individuals immediately upon notification from the City that a check has not cleared. The notices shall state the amount of the original penalty, delinquent amount, and the appropriate NSF check fee.
8. Partial Payment Notices will be mailed to those who do not pay the full fine and applicable penalty. The notice shall indicate the amount that was paid and the remainder that is due.
9. Samples of all forms, notices, letters, etc., must accompany the proposal.
10. Contractor shall mail out-of-state notices of delinquent parking violations within seven (7) working days of receipt of registered owner information from other states.



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11. System shall be able to accommodate a minimum of two (s) increases in penalties for delinquent citations to allow for administrative fees and costs. Contractor shall be able to identify and process partial payments.
12. Mail notices to lessees or renters of cited vehicles when provided with proof of written lease or rental agreement. This also applies to loaner vehicles such as auto repair loaner vehicles etc.

### **D. Information Retrieval from the Department of Motor Vehicles (DMV)**

1. Retrieve registered owner data from California DMV.
2. Maintain internet access to DMV data base.
3. Must have manual access to registered owner information from California DMV upon request.
4. Review DMV "No Hit" list to insure license plate and state information entered correctly.
5. Confirm vehicle make and registered owner information.
6. Interface with all out-of-state DMV agencies and Transportation Ministries in Canada and Mexico that shall provide registered owner information.
7. Send delinquent requests for registered owner information to the appropriate out of state DMV.
8. Contractor shall be responsible for any and all fees associated with obtaining registered owner information from the DMV and the motor vehicle departments of other states, Canada and Mexico. The Notice of Intent will be generated to the registered owner and the fine amount requested.
9. Process DMV holds or releases within 48 hours. The timetable to establish a registration hold at DMV shall be at the discretion of the City.
10. Contractor shall modify and correct DMV files if the amount of the penalty on Hold at DMV has changed, without additional charges to the City.
11. Contractor's system must have the ability to store previous and current owner information when transfer of ownership has occurred.
12. System must be able to interface with DMV for placing and releasing registration holds on a daily basis.
13. Place registration holds on the unpaid balance, for citations that have not been paid in full. Contractor shall notify DMV of any change in the bail amount of citations on hold.
14. System must be able to interface with DMV and process a monthly

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payment file.

15. The City may authorize additional grace periods, if needed, which will automatically allow for additional payment processing time.
16. The City reserves the right to change the time frame for mailing notices of delinquent parking violation and for placing registration holds at any time during the term of the agreement. The City shall give the Contractor a minimum of one (1) day prior notice.
17. Contractor shall provide monthly notification of all reported make mismatches and bad address mail returns. Notice shall include citation number, license plate number with state, and error explanation.
18. Reconciliation of monthly DMV payments

### **E. Payment and Data Processing**

1. Provide integrated web-based secure citation processing management software to track citation from issuance, adjudication, and collections in real time.
2. Provide PO Box in California where payments are mailed.
3. Provide on-line credit payment capabilities, IVR and customer service acceptance of credit card payments. Internet access must be available twenty-four hours per day, seven days a week, year-round.
4. Credit card payments shall be immediately updated to the City's database in real time. Down time must be kept to a maximum of ten hours per year.
5. Provide Courier Service to City two times per week for the purpose of picking up citations and other documents to be delivered to Contractor and to return reports and other documents to City.
6. Pick up from PO Box daily.
7. Open, sort and batch all incoming mail by postmark date for payment posting.
8. Make daily bank deposits directly into a City assigned bank account.
9. Enter and process collections within 48 hours including opening all mail received, verifying payment amounts, updating computer system and making daily bank deposits. Payments must be processed in-house using a real-time on-line payment processing capability.
10. Forward deposit slips to City contact within 24 hours after each deposit. OR weekly if scanned image is emailed/faxed.
11. Provide reporting for all bank deposits upon request.

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12. File and store all bank deposit information for a minimum of three years.
13. Send notification to registered owners when either a partial payment is received (reflecting balance due), check payments are returned for insufficient funds, and for any unpaid citation when the vehicle has a change of ownership.
14. Maintain images of all envelopes with all inbound correspondence.
15. Respond to reasonable non-judicial public inquiries by phone mail and maintain phone notes within the citation record accessible to City.
16. Forward questionable mail to City for decision.
17. Payment data shall be verified against the citation record at the time of payment to insure that the payment is due and correct. If the citation is already paid, the duplicate payment should be returned to the payer by the Contractor and noted in the system phone notes and should not be processed or deposited. Instead, these payments should be returned to the violator (checks shall be returned "un-cashed"). The exception would only be if no return address is available.
18. Contractor must be able to distinguish problem citations that will allow for stop payment entry if directed by the City. For example, the City could enter a phone note that would direct the Contractor to return the un-cashed check (if received) to the violator. This should be available within the payment process.
19. Contractor shall provide monthly notification of all monies collected but not associated with a citation. These monies shall be deposited in the account designated by the City.
20. Contractor and City staff must post phone notes regarding NSF payments to alert all parties involved to accept only cash, money order, or cashier checks from the violator.
21. Payments must be able to be processed in advance of the citation. In these cases, the data from the citation shall be updated when it is available. Contractor shall provide a report of all outstanding citations with payments made.
22. Verify amounts deposited by citation number.
23. Provide toll free number for citizen inquiries, M-F, 7:30 a.m. – 5:30 p.m. except City observed holidays.
24. Provide weekly reports for bank statement reconciliation.
25. Provide monthly Paid Citation Distribution Report.
26. Payments must be reconciled to moneys deposited to the bank.

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27. Payments shall be reconciled daily with bank deposits.
28. Contractor should provide a method for the City to handle administrative fines for disabled parking violations as detailed in CVC 40226.
29. The City shall have the ability to enter remotely a new payment due date. If necessary, the City may also notify the Contractor to extend the citation to a new due date. No further processing will take place until this due date has expired. The process should be an automatic function that does not require user interface to reactivate.

### **F. Citation Database Access**

1. Remote access for multiple City workstations must be available using a standard PC. No additional or special software shall need to be installed to the local workstations with the exception of a web browser and Adobe Reader. Access to the database must be available over the Internet. Data must be accessible by citation number, vehicle license number, name, or VIN and provide:
  - a. All citation information including the VIN, and photos taken.
  - b. Current status of the citation.
  - c. DMV inquiry date, hold, and release information and dates.
  - d. Delinquent notice information, registered owner, due date, mailing date, and make of vehicle as provided by DMV.
  - e. Administrative review, hearing court appeals and dispositions information,
  - f. Collection information includes all dates and amounts.
  - g. Registered owner information, including the VIN and any additional names if previously owned and cited.
  - h. Phone notes and any other notes included in the database.
  - i. The number of citations for each registered owner.
  - j. Vehicle registration history.
2. The City will have the ability to enter the following information remotely:
  - a. Voids with reason codes, and notes capability.
  - b. Dismissals with reason codes and note capability.
  - c. Letter data and ability to add custom notes or edit reason contents.
  - d. Extensions with extension date and notes capability.

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- e. Promissory notes with extension dates and notes capability.
- f. Review and Hearing updates, including notes or comments.
- g. Review and Hearing dispositions, including notes or comments.
- h. Citation data corrections.
- i. Photos of violation in jpg or pdf format
- j. Phone notes (to be shared with the City and Contractor)
- k. Citation data correction – all fields, including but not limited to the date, time, violations, location.
- l. Payments, including partial payments, NSF, and refunds
- m. Violation changes.

### **G. Citation Reporting**

- 1. Provide monthly reports online indicating the status of all citations, such reports to be available for City access by the 7th day of the following month – but no later than the 10th day. Contractor should provide the option to export these reports to Excel. Contractor should also provide for Ad Hoc reporting and exporting options and shall respond to inquiries and requests from City within forty-eight hours.
- 2. Contractor shall keep the monthly reports available for a period not less than 24 months.
- 3. Citation revenue reported shall represent actual fines collected along with the face value of citations and delinquency fees.
- 4. Contractor shall be responsible for correcting all system malfunctions and errors attributable to the vendor at no cost to the City.
- 5. Contractor shall provide access to citation processing information by multiple client workstations via the Internet using a web browser; no additional software required.
- 6. Maintain provisions for proven database management software and servers.
- 7. All data base information is to be maintained with strict confidentiality and Contractor is to provide description of securities at time of submittal.
- 8. Annually submit the Contractor's SSAE 16 report on the anniversary date of the contract.
- 9. Provide all statistical reports including but not limited to: registered owner contact information, citation number and delinquent status for at least five years from date of citation.

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10. Producing reports relating to: open citations, bank deposits, scofflaws and citations dispositions. The Contractor must be capable of delivering these reports to the designated City personnel on an agreed schedule.
11. Data system must be able to store, sort and or process the following items: citation number, date and time of issuance, badge number of issuing officer, comment field of 50 characters or more, vehicle license plate number, vehicle identification number, state code, registration expiration date, vehicle make/color, violation codes, location of violation, citation penalty and delinquent amounts, delinquent date, received payments/documents post-marked dates, notification dates, DMV hold date, date citation entered into system, disposition codes, registered owner information, photos taken by issuing officers.

### **H. Database Maintenance and Management**

1. Contractor will ensure all systems are backed up daily to ensure safety of data in the event of a power outage or natural disaster.
2. Contractor shall maintain parking citation management system database and physical system security in such a way as to provide complete confidentiality and protection from unwanted access.
3. Contractor shall state the efforts taken to protect the data in the event a recovery process is required. Please define the Contractor's disaster recovery plan. Data recovery plan should also include off site data storage. Please include and define this backup and recovery process.
4. Contractor should define the web security used for access, reports, and credit card processing.

### **I. Violator Inquiry**

1. The Contractor shall be responsible for responding to all inquiries and initial complaints regarding the status or disposition of citations, vehicle registration, etc.
2. Contractor shall provide a telephone number accessible in California, out of state, and out of country for citation inquiries. The service should include customer service in both English and Spanish. The telephone number should be unique to the City and not shared by other clients. The greeting of the telephone number should specially answer on behalf of the City, such as "Welcome to the citation information line for the City of Huntington Park."
3. The Contractor must provide interactive real time voice response for all inquiries. Contractor must provide the details of how the system functions and provide details on instructions provided to the caller,

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such as: payment instructions, contesting and other information that is unique to the City. This feature should be available in both English and Spanish and available 24/7.

4. Live operator assistance must be provided during regular business hours, Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding City holidays. Bi-lingual (Spanish and English) operator assistance must be available. Contractor shall immediately refer unresolved complaints by documenting the problem in phone notes and asking the caller to call the City's parking staff.
5. Contractor must provide a website for accepting payments. Payment options by major credit card or other electronic payment processor like PayPal and should include at a minimum, Visa, Master Card. Contractor must be a certified credit card processor, meeting the requirements of the Cardholder Information Security Program (CISP) Compliance. A letter of PCI compliance shall be provided to the City's Finance Department for auditing purposes.
6. All credit card payments must be posted to the system immediately, real time.
7. Contractor must provide how a "charge back" would be processed and charged.
8. Contractor must provide the option for the City to link from the City's website to the Contractor's website for citizen payment options or appeal.

### **J. Citation Corrections**

1. Contractor must be willing to make corrections to citations and continue processing the citation. This would include information like new registered owner information and processing like generating another delinquent notice.

### **K. Processing of Citations related to Disabled Parking Violations**

1. The Contractor will submit all requests for dismissal related to the non-display or misuse of disabled parking placards to the City for review.
2. In-person review of citations for non-displayed placards will be conducted at City Hall by city staff.
3. The Contractor will update the database with results of disabled citation reviews to be provided by city staff within 24 hours of each appeal.
4. Non-placard related disabled violations are contested through the normal appeal process.

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### **L. Technical Support**

1. Provide available staff support during normal City business hours: Monday – Thursday 7:30 a.m. - 5:30 p.m. (unless otherwise approved) and contact for emergency after hours support.
2. Provide on-going support and training to the City using real-time remote support capability utilizing existing internet browser applications.
3. Provide user's manuals which include step-by-step instructions for accessing computer database information and a list and description of any and all codes used in screens accessed by the issuing agency.
4. Provide technical support and troubleshooting assistance for any and all hardware and software used by the City. Technical support and assistance must be available between the hours of 7:30 a.m. - 5:30 p.m. Monday through Thursday, except City recognized holidays.

### **M. Administrative Adjudication Service**

1. The duties and tasks of Administrative Adjudication review shall include, but not be limited to the following actions:
  - a. Provide for on-line appeal processing and follow prescribed timelines and processes for persons contesting parking citations in accordance with the laws of the State of California.
  - b. Determine by postmark on payment if appeal is on time.
  - c. Contractor shall place all requests for initial/administrative review on "administrative hold" prior to forwarding these requests for initial/administrative review to the City. Information in the appeal, including any detail provided by the customer, must be included at the time the hold is placed.
  - d. Contractor shall track each step of the initial/administrative review and hearing process.
  - e. The City shall forward any dispositions to the Contractor for processing. The City shall have the ability to enter Review/Hearing information and dispositions online via the Internet using a web-based system.
  - f. Scan all mailed in appeals within 24 hours of receipt, scheduling monthly hearings conducted in-person and/or by written declaration.
  - g. Contractor must provide reason (codes) to select why a



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citation is upheld or dismissed. If these codes do not provide the level of detail required for the disposition letter, the contractor must provide the ability to establish (preset) custom language that would be inserted into the disposition letter if needed.

- h. Contractor shall generate disposition letters to provide the reason for the outcome of the review or hearing. The letter will include the reason and custom text that will provide the violator with specific information detailing the outcome. This is a requirement based on AB 602, January 1, 2009.
2. Contractor shall accept, with payment, requests for 2nd level appeals and notify City of request for 2nd Level Appeal.
  - a. Contractor shall schedule each hearing, providing to City back up information for the given citation (from the appellant). Contractor shall send notification of date and time to each person requesting a hearing and notify City.
  - b. Procedure for In-person Hearings: Hearings are scheduled approximately three weeks in advance and held at the City. The Contractor will print and mail (by first class mail) customized hearing notification letters on behalf of the CITY. Respond to inquiries from the public regarding date and time of hearing, mailing date, location of hearing and directions to hearing location and resend letters should a change occur or if rescheduling of a hearing is requested. The hearing officer will conduct the hearings, perform any needed background investigation, makes determinations, and then enter the judgment(s) into the Contractor's website.
  - c. Procedure for Written Hearings: Contractor collects any information provided by the appellant and the City. The Contractor provides this material to the City's hearing officer. The officer reviews the material, makes judgments, and enters a decision on the Contractor's web site on the same day as the in-person hearings.
3. This system must be integrated with parking citation system(s).
4. Provide inquiry capabilities for citations in the administrative review process.
5. Enter administrative review requests within 48 hours.
6. Sort and batch administrative review requests by postmark date.
7. Enter and maintain database of all administrative review requests received showing status of each request.
8. File and store all source documents for ease of retrieval if necessary

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for a minimum of three (3) years.

9. Respond to telephone inquiries regarding how to contest violation, outstanding penalty amounts or delinquent fees, or any other pertinent information in order to contest a citation in the City.
10. Hearing tracking system must be linked to citation database in real time to obtain citation information such as citation issue date; delinquent date, amount owed, and other citations open with the same license plate numbers

### **N. Fine Collections**

1. Provide delinquent payment collection services. Reports on collections will include various categories of outstanding citations including:
  - a. Out of State Delinquent Citations
  - b. Citations not on hold at DMV
  - c. Citations removed from DMV Hold after 2 years
  - d. Citations removed from DMV hold due to Transfer of Ownership
2. Transfer outstanding citations (DMV No Holds or DMV Transfer of Ownership Releases or Non California plates) into a collection database system on a weekly basis.
3. Mail up to two collection letters for each citation requesting payment.
4. Send delinquent accounts to qualified credit reporting agency on a weekly basis.
5. Report paid accounts weekly to qualified credit reporting agency.
6. Process payments processed daily and deposited to the City's regular citation processing bank account.
7. Handle all collection related calls through a toll free number.
8. Provide a monthly report showing all accounts moved to the collection system and all payments received due to Contractor collection efforts.

### **O. Franchise Tax Board (FTB) Offset**

1. Contractor shall be able to assign past due citations to the FTB. Citations issued to California license plates that have completed the regular citation processing steps and have either been rejected for DMV Hold or have been removed from DMV hold will be qualified for this service. The program intercepts Personal Income Tax only, no corporate or partnership funds.

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2. The FTB will be responsible for collecting outstanding parking violations by deducting the amounts owed to the City from an individual's California State Tax refund and/or California Lottery winnings. The FTB will send the city weekly reports showing all intercepts (collections) made during the previous week. The City will forward this report to the Contractor upon receipt so that the Contractor maintain the database's accuracy by clearing the appropriate outstanding accounts.

### **P. Handheld Ticket Writers.**

1. Contractor shall provide ten (10) handheld citation writing units for lease along with charging racks, citation forms, envelopes, and weather resistant bags.
2. Handheld ticket writing units will be programmable and will be able to produce citations that meet the format and layout requirements provided by the City.
3. Handheld units shall generate citations on partially pre-printed forms that can be easily fed through the machine.
4. Handheld units shall have an integrated printer, camera and magnetic card reader.
5. Handheld units shall be able to be held in one hand and include a carrying case.
6. All automated citations issued shall contain a scan line on the left edge that contains a citation number and amount of citation
7. The City's remittance address shall be pre-printed on the back of each citation.
8. Contractor shall provide remittance envelopes with each automated citation that shall accommodate unfolded citation and personal check. In case of inclement weather, the Contractor shall also provide weather resistant bags that accommodate an unfolded citation and envelope.
9. The software shall run Microsoft's Windows CE for Pocket PCs operating system, or equivalent, and come standard with adequate memory sufficient for programs, files, hot car lists, photographs, as well as other contact information, documents and sound recordings if applicable.
10. Contractor shall provide all equipment to allow City employees the ability to write, print, produce, synchronize and transfer (export) citations from the hardware to the database.
11. The ticket writer must have an alarm that warns user of "low battery" with sufficient time to remedy problem.

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12. The ticket writer must include a real time clock that displays time in hours,
13. Warranty and Maintenance:
  - a. Leased handhelds/hardware
  - b. Contractor shall be responsible for any failure of the hardware during the term of the contract.
  - c. Contractor shall be responsible for the maintenance and repair of all equipment during the term of the contract.
  - d. Physical damage to the device due to misuse will be the responsibility of the City to replace at the actual cost of replacing the hardware from the manufacturer.
14. All software must be upgraded for the term of the contract at no charge to the City as the software is enhanced.

### **Q. Other**

1. Attend City meetings as needed or when requested at company's own expense (at minimum via phone conference). This includes but is not limited to, transportation, lodging, meals and staff time.
2. Contractor must be able to meet City's insurance requirements.
3. Contractor shall allow City to customize citation messages.
4. City reserves the sole authority and responsibility for voiding/dismissing citations.
5. The parking citation management system shall allow voided/dismissed citations to be entered by the City via remote access using the Internet. The security clearance to void/dismiss a citation shall be limited by password, as authorized by designated City representatives. Each transaction should be able to be traced back to the designated person. All voids should have the ability to have a reason code and comments that will assist the City with later research.
6. Contractor shall provide a monthly report of citations voided/dismissed in the system, by Officer or user name and reason for the voided/dismissed citation.
7. Contractor shall immediately notify the City's designated representative(s) by telephone, email, in person, or by FAX of any procedural problems that may occur.

# Parking Citation Processing Services Request for Proposals

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## Attachment B

### Fee Proposal Template

<b>Date:</b>	
<b>Proposer's Name:</b>	
<b>Proposer's Address:</b>	

Service Description	Fee
1. Processing cost per electronic citation	
2. Processing cost per manual citation	
3. First notice including postage	
4. Delinquent notice letter including postage	
5. Other correspondence letters, partial payment letters, etc., - per issuance	
6. Conversion cost per notice of parking violation transfer of records, if applicable	
7. On-line access per workstation – if applicable	
8. Payment processing, per payment – if applicable	
9. Credit card convenience fee	
10. 1 <sup>st</sup> Level hearing hold placements – per instance	
11. 2 <sup>nd</sup> Level hearing hold scheduling – per instance	
12. Payment plan administrative fee – per instance	
13. DMV hold placement – per instance	
14. Out of state collections – per instance	
15. FTB collections – per instance	
16. 3 <sup>rd</sup> Party collection – per instance	
17. Lease cost of ten (10) handheld ticket issuing devices	
18. Handheld device maintenance cost – per unit	
19. Handheld software	
Other Applicable Costs (list below)	

## **Parking Citation Processing Services Request for Proposals**

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# Parking Citation Processing Services Request for Proposals

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## Exhibit A

### Form of Contract

#### PROFESSIONAL SERVICES AGREEMENT (Engagement: Parking Citation Processing Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and [\_\_\_\_REPLACE WITH NAME OF CONSULTANT\_\_\_\_], a [\_\_\_\_REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.\_\_\_\_] (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

#### I.

#### ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement will become effective on the date written above, and will continue for the period of three (3) years beginning with audit of City's fiscal year ending June 30, 2015, with options for two (2) additional years at the City's discretion. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause

#### 1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [\_\_\_\_THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT\_\_\_\_] (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [\_\_\_\_REPLACE WITH NOT-TO-EXCEED SUM\_\_\_\_] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation

## Parking Citation Processing Services Request for Proposals

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with the City Manager and the Director of Finance. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed.

- A. Interim billings shall not cumulatively exceed ninety percent (90%) of the annual fixed price. The final billing will be processed upon completion of the final task under the contract, which is the annual presentation to the City Council and completion of any follow up that results from City Council direction, if any.
- B. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

### II.

#### PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent and **[REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT]** (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.



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2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

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

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand

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and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation,

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national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### **III. INSURANCE**

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
  - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers registered to do business in the State of California and

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

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

### IV.

#### INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful

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misconduct of the CITY.

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

### V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2

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### **5.3 EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45)

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

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

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

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

5.4 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No

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

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

### VI.

#### MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

[REPLACE WITH Business Name of Consultant]  
[REPLACE WITH Business Address]  
Attn: [REPLACE WITH Name/Title of Consultant's chief contact]  
Phone: [REPLACE WITH Phone Number]  
Fax: [REPLACE WITH Fax Number]

**CITY:**

City of Huntington Park  
Finance Department  
6550 Miles Avenue  
Huntington Park, CA 90255-4393  
Attn: [Title of CITY Contact]  
Phone: [REPLACE WITH Dept Phone]  
Fax: [REPLACE WITH Dept Fax]



## Parking Citation Processing Services Request for Proposals

December 4, 2015

Email: [If available, REPLACE WITH e-mail or simply delete\_]

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

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

## Parking Citation Processing Services Request for Proposals

December 4, 2015

against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

By its: \_\_\_\_\_  
City Manager

**[REPLACE WITH BUSINESS NAME OF  
CONSULTANT, E.G., ACME CORP., A  
CALIFORNIA CORPORATION ETC.]:**

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

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

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

**APPROVED AS TO FORM:**

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

## **Parking Citation Processing Services Request for Proposals**

December 4, 2015

**2015**

**Attachment B**

# **CITY OF HUNTINGTON PARK**

## **REQUEST FOR PROPOSALS FOR PARKING CITATION PROCESSING SERVICES**

**ORIGINAL**

### **Data Ticket, Inc.**

4600 Campus Drive, Suite 200

Newport Beach, CA 92660

Brook Westcott, Chief Operating Officer

Phone: (949) 752-6937 x 337 | Email: BWestcott@DataTicket.com

Fax: (949) 752-6033

January 27, 2016

## Attachment C



### PARKING CITATION PROCESSING SERVICES

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this      day of **April, 2016** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Data Ticket, Inc. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

### I. RECITALS

- A. City seeks to contract with a qualified and experienced firm to provide parking citation processing services.
- B. The Contractor submitted a bid on January 27, 2016 ("Proposal" or "Bid") in response to the City's Request for Proposals ("RFP") that included pricing.
- C. The City has determined that the Contractor meets all of the standard requirements necessary to provide parking citation processing services to the City.
- D. The Contractor has agreed to provide such services, subject to and in accordance with the terms and conditions set forth in this agreement.

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

### II. ENGAGEMENT TERMS

- 2.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely

complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

- 2.2 TERM: This Agreement shall have a term of three (3) years commencing from April \_\_, 2016. Upon the conclusion of the Term, the City shall have the option to renew the Agreement for up to two (2) one-year extensions of terms. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 2.3 COMPENSATION: CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
- 2.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 2.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 2.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time

of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

### **III. PERFORMANCE OF AGREEMENT**

- 3.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Public Works, Engineer and the Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 3.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 3.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 3.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government

Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);

- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.
- G. The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

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



written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement

- 3.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 3.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 3.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 3.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 3.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

#### **IV. INSURANCE**

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 4.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 4.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 4.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

**V.**  
**INDEMNIFICATION**

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

Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

## **VI. TERMINATION**

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

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure

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

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

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

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or

regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

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

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

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

## **VII. MISCELLANEOUS PROVISIONS**

7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications,



notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

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

**CONTRACTOR:**

Data Ticket, Inc.  
4600 Campus Drive, Suite 200  
Newport Beach, CA 92660  
Attn: Brook Wescott  
Phone: 949-752-6937  
Fax: 949-752-6033  
Email: bwescott@dataticket.com

**CITY:**

City of Huntington Park  
Finance Department  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Jan Mazyck  
Phone: (323) 584-6201  
Fax: (323) 588-4577  
Email: jmazyck@hpca.gov

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

- 7.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 7.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 7.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 7.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 7.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 7.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 7.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 7.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 7.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 7.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 7.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

7.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

**DATA TICKET, INC.**

By: \_\_\_\_\_  
Edgar P. Cisneros  
City Manager

By: \_\_\_\_\_  
Brook Wescott  
Chief Operating Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Arnold Alvarez-Glasman  
City Attorney



## **EXHIBIT A – SCOPE OF SERVICES**

### **Parking Citation Processing Services**

Data Ticket, Inc. (the “CONTRACTOR”) intends to provide for the processing of bails, fines and forfeiture thereof, in connection with the issuance of parking citations pursuant to the City of Huntington Park’s (the “AGENCY”) municipal code, other debts as specified by the AGENCY and for the issuance of parking citations pursuant to the laws of the State of California.

#### **ARTICLE I - CITATION PROCESSING**

1.1 Referral and Reconciliation: CONTRACTOR shall receive and process citations from AGENCY. CONTRACTOR will provide a reconciliation of the number of citations received from AGENCY.

1.2 Determination of Processable Citations: CONTRACTOR shall screen each citation referred to it by the AGENCY to determine if the citation is processable. If the citation is determined by CONTRACTOR to be unprocessable (e.g., essential processing information is missing), CONTRACTOR shall return the citation to AGENCY for clarification. CONTRACTOR will be paid the contractual rate hereinafter provided, for citations properly returned to the AGENCY as unprocessable.

1.3 Collection and deposit of funds: A direct deposit system shall be employed for all funds received for payment of citations. The AGENCY shall have the choice of jointly owning a bank account with the CONTRACTOR or directing the CONTRACTOR to deposit into an AGENCY account. Deposits shall be made directly into the account by the CONTRACTOR for the collecting AGENCY, with the exception of credit card payments made using VISA, MasterCard, Discover and American Express cards belonging to the CONTRACTOR. These payments will be directly deposited into an account held by the CONTRACTOR. Credit card payments are reconciled and remitted on a monthly basis to the AGENCY, but tracked on the citation management software on a daily basis. Citations paid by credit card are marked “paid” real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

1.4 PAYMENT: If the CONTRACTOR deposits into an AGENCY account, the CONTRACTOR will invoice the AGENCY for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 10% (or lower if any statutes, rules or regulations prohibit this rate). If the CONTRACTOR deposits into an account held jointly between the AGENCY and the CONTRACTOR, the CONTRACTOR shall reconcile the account the month following the banking activity, disperse all revenue due the AGENCY, the CONTRACTOR, any tax liability and all refunds and send all supporting documentation to the AGENCY for its records.

1.5 Identification of Registered Vehicle Owners: CONTRACTOR shall exert best efforts to obtain the name and address of the registered vehicle owner from the California State Department of Motor Vehicles (DMV) and DMV'S nationwide, for each vehicle for which a parking citation has been issued. CONTRACTOR shall follow all procedures specified by the DMV, and be consistent with the California Vehicle Code and DMV'S nationwide, when identifying registered vehicle owners.

1.6 Verification of Ownership: CONTRACTOR shall take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

1.7 Delinquency Notices for Administrative Citations: In accordance with AGENCY ordinance, delinquency notices will be sent to patrons who are not in compliance and have not paid the fines in full. These notices will indicate future actions to be taken in order to collect the fines owed the Agency.

1.8 Franchise Tax Board Interface: The Franchise Tax Board Interagency Intercept Program will be used as the next collection step in the process. A notice merging all debts owed the AGENCY will be sent to the patron showing the total amount due the AGENCY for Administrative and/or Parking Citations and demanding payment. If payment is not received in full, social security numbers will be attached to each debt and the debt will be placed with the Franchise Tax Board for collections.

1.9 Delinquency Notices for Parking Citations: In accordance with State law, CONTRACTOR will generate and mail (presorted, first-class postage) a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the California Vehicle Code, including, but not limited to, the following:

- A. The parking citation issuance date and number;
- B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for their arrest; and
- C. The amount of fines and fees due and payable
- D. Affidavit of Non-Ownership

1.10 Registration Holds: The CONTRACTOR will provide the system and procedures and will interface with the California State Department of Motor Vehicles to place a hold on vehicle registrations having unpaid parking fines and fees due against those vehicles in accordance with the California Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable



period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by state and local law.

1.11 Removal of Registration Holds: CONTRACTOR will provide the system and procedures and will interface with the California State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of CONTRACTOR.

1.12 Contested Citations: In the event a vehicle registered owner disputes the liability for the outstanding parking citation, CONTRACTOR will advise the registered vehicle owner of his/her right to request an administrative review/hearing/court appearance. All contested citations will be forwarded to the reviewing agency, hearing administrator or Court within the prescribed time period so that the matter can be adjudicated. (CVC 40200.7 & 40215 or Municipal Code).

1.13 Administrative Review and Hearing: The CONTRACTOR may schedule administrative reviews/hearings to respond to citizens wishing to contest their citations and offers the option to perform and administer those reviews and hearings. The CONTRACTOR will provide a web site for appeal and toll-free numbers for contestants, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court as required. The CONTRACTOR shall not be responsible for the AGENCY'S failure to provide correct or timely infraction information. The AGENCY shall be responsible to pay the \$25.00 court-filing fee if the review and administrative hearing decisions are overturned by the court.

1.14 Citations Disposed of by Hearing/Court: The CONTRACTOR may be required, as a result of court action, to reduce or cancel, on an individual basis, citations which have been referred to it. CONTRACTOR shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. CONTRACTOR will maintain records indicating any reduction or cancellation of parking citations as a result of review/hearing/court action. Citations that are dismissed as a result of review/hearing/court decision will have the dismissal processed by the CONTRACTOR promptly after receipt from the review/hearing/court.

1.15 Suspension of Processing: CONTRACTOR will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. CONTRACTOR will promptly return any citation or facsimile properly requested by the AGENCY. CONTRACTOR will maintain records indicating any suspension of citation as a result of AGENCY'S request. CONTRACTOR shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

1.16 Payments by U.S. Mail: It is the citizen's responsibility to ensure that payments are received on or before the date due. The date received by the CONTRACTOR will be the criteria to establish any delinquent fees due.

1.17 Citation System Master File Update: CONTRACTOR will regularly update the citation master file for new citations, payments, reductions, cancellations, dismissals and any other pertinent data.

## **ARTICLE II - PAYMENT PROCESSING**

2.1 Disposition Processing: CONTRACTOR will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for a minimum of two (2) years for research and statistical purposes.

2.2 Payments Processing: CONTRACTOR shall process citation payments on a regular basis. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are citations with the correct amount due, paid on or before the due date. This includes payments properly complying with the first Courtesy Notice.

"Partial Payments" are citations paid after the due date or those where payment is less than the total amount of due. .

"Appeal Requests" including payment are all requests for administrative/court hearings. These requests are sorted so that the payment submitted is immediately posted, an appeal hold is placed on the citation and if needed the original citations and backup documents are retrieved for the appeal to be heard.

2.3 Miscellaneous Letters Processing: CONTRACTOR will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by CONTRACTOR and may be forwarded to the AGENCY for proper follow-up.

2.4 Batching Procedures: CONTRACTOR shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be stored in a file room, for a period of two (2) years.

2.5 Cash Payments: CONTRACTOR shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash

journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate, allowing one (1) copy for the bank and one (1) copy for the CONTRACTOR. If the bank account is held jointly, CONTRACTOR shall perform all reconciliation, refunds and cut all checks. This information shall be available for AGENCY review. Deposits shall be directly deposited into the AGENCY'S designated bank account, either jointly held with the CONTRACTOR or individually held by the AGENCY. If the AGENCY holds the account individually, it will supply deposit slips and an endorsement stamp to CONTRACTOR. In this case, CONTRACTOR shall only have the capability to make deposits on behalf of the AGENCY.

2.7 Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the AGENCY'S responsibility to the County for the Jail and Court fund as required by Sections 40200.3 (a) of the California Vehicle Code and any other relevant taxes due.

### **ARTICLE III – WEB SITE**

3.1 Citation Management Web Site: The CONTRACTOR offers a web site for AGENCY review of its database, including all citations and information relating to changes in status.

3.2 Citizen Web Site Access: When the AGENCY has web site access, citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.

3.3 Web Site Interaction: The web site may be “view only” or “interactive”, for the AGENCY depending on requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily, (24/7) schedule.

3.5 Web Site Use: User ID's and passwords will be assigned to the AGENCY.

### **ARTICLE IV - GENERAL**

4.1 Public Inquiries: The CONTRACTOR will respond to reasonable inquiry by telephone or letter of a non-judicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination.

4.2 CONTRACTOR Limitations: CONTRACTOR will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.

4.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the CONTRACTOR. These must conform to State and local law.

4.4 Books and Records: CONTRACTOR will maintain adequate books or records for parking citations issued within the AGENCY'S jurisdiction and referred to CONTRACTOR for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by AGENCY at the CONTRACTOR'S location at reasonable times upon adequate prior notice to CONTRACTOR.

4.5 Ownership: All reports, information, and data, including but not limited to computer tapes, discs, or files furnished or prepared by the CONTRACTOR or its subcontractor (collectively the "Materials") are and shall remain exclusively the sole property of CONTRACTOR, and the AGENCY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of CONTRACTOR, and the AGENCY shall acquire no right or title to said Systems.

4.6 Property of AGENCY: All documents, records, discs, files and tapes supplied by AGENCY to CONTRACTOR in performance of this contract are agreed to be and shall remain the sole property of AGENCY. CONTRACTOR agrees to return same promptly to AGENCY no later than sixty (60) days following notice to the CONTRACTOR. The AGENCY shall make arrangements with CONTRACTOR for the transmission of such data to the AGENCY upon payment to CONTRACTOR of any open invoices and the cost of copy and delivery of such information from CONTRACTOR'S computer facilities to AGENCY'S designated point of delivery.

4.7 Confidentiality: In order to enable CONTRACTOR to carry out its work hereunder, to some extent it will have to impart to the AGENCY'S employees information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). The AGENCY agrees that information contained in the data that was marked in writing as "CONFIDENTIAL", "PROPRIETARY" or similarly, so as to give notice of its confidential nature, when submitted to the AGENCY by CONTRACTOR shall be retained by AGENCY in the strictest confidence and shall not be used or disclosed in any form except in accordance with paragraph 4.8 herein below. The AGENCY recognizes that irreparable harm could be occasioned to CONTRACTOR by disclosure of CONFIDENTIAL DATA, which is related to its business, and that CONTRACTOR may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure.

4.8 Consent For Disclosure: No report, information, data, files, or tapes furnished or prepared by CONTRACTOR or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organization who are reasonably necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement.

4.9 CONTRACTOR Files: CONTRACTOR shall maintain master files on citations referred to it for processing under this Agreement. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

4.10 Storage for AGENCY:

- A. CONTRACTOR agrees to store original citations for the current year, plus two (2) years, at which time they will be returned or to AGENCY or shredded. CONTRACTOR will have such information available on the citation management system for a reasonable time period to permit AGENCY retrieval of such information. AGENCY relieves CONTRACTOR of all liability costs associated with data released by AGENCY to any other person or entity using such data.
- B. Subsequent to the termination of the contract, CONTRACTOR will return a file containing all data belonging to the AGENCY.

## **ARTICLE V – ADDITIONAL SERVICES**

5.1 Other Collections: CONTRACTOR shall retain a percent of payments for delinquent citations that have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent parking citations: those citations so designated by the AGENCY, for which the California State Department of Motor Vehicles registration hold has been placed or dropped because of a transfer of ownership or non-renewal of registration or a registration hold has not been placed, but the normal daily processing cycle is complete.
- B. Citations with out-of-state license plates that have gone through the first courtesy notice process without payment.
- C. Any other problem or special citations that the AGENCY so designates and refers to CONTRACTOR under this Agreement.

5.2 Postal Rate Increase: The CONTRACTOR will maintain auditable records to document the CONTRACTOR'S actual postage costs associated with the mailing of delinquency notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that

increase will be invoiced effective on the date that the postal rate increase goes into effect.

## **ARTICLE VI - REPORTS**

6.1 Periodic Reports: CONTRACTOR will submit reports to AGENCY the month following the month in which activity has been reported. The reports will track activities relating to performance under this Agreement. Among the reports which CONTRACTOR may/will generate are the following:

- A. Report of Revenue Collected for Period
- B. Report for Citations Issued for Period
- C. A balanced summary report for issuing AGENCY providing the status of all citations at the beginning of the period, current period activity, and at the end of the period.
- D. A report for issuing AGENCY identifying registered vehicle owners with five (5) or more outstanding parking citations.
- E. A report for issuing AGENCY identifying the citations issued, location, violation by each officer.

6.2 Annual Reports: Annually, CONTRACTOR shall comply with CVC 40200.3 (b)

## EXHIBIT B - APPROVED RATE SCHEDULE

### Parking Citation Processing Services

Parking Citation Processing Services Request for Proposals  
December 4, 2015

#### Attachment B

#### Fee Proposal Template

<b>Date:</b>	01/27/2016
<b>Proposer's Name:</b>	Data Ticket, Inc.
<b>Proposer's Address:</b>	4800 Campus Drive Suite 200, Newport Beach, CA 92660

Service Description	Fee
1. Processing cost per electronic citation	\$0.40
2. Processing cost per manual citation	\$0.40
3. First notice including postage	\$0.72
4. Delinquent notice letter including postage	\$1.50 per letter
5. Other correspondence letters, partial payment letters, etc., - per issuance	\$0.72
6. Conversion cost per notice of parking violation transfer of records, if applicable	Included
7. On-line access per workstation - if applicable	Included
8. Payment processing, per payment - if applicable	Included
9. Credit card convenience fee	No charge to City
10. 1 <sup>st</sup> Level hearing hold placements - per instance	\$0.50/per citation
11. 2 <sup>nd</sup> Level hearing hold scheduling - per instance	\$0.50/per citation
12. Payment plan administrative fee - per instance	No charge to City
13. DMV hold placement - per instance	No charge to City
14. Out of state collections - per instance	23% of amount collected
15. FTB collections - per instance	15% of amount collected
16. 3 <sup>rd</sup> Party collection - per instance	28% of amount collected
17. Lease cost of ten (10) handheld ticket issuing devices	See attached
18. Handheld device maintenance cost - per unit	See attached
19. Handheld software	See attached
Other Applicable Costs (list below)	See attached
Ticket Stock & Envelopes	See attached
Adjudication Letters	See attached

Delinquent Collections

City of Huntington Park

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## **Pricing Description**

Please see our detailed pricing description below and on the following pages:

On the prior page, Data Ticket completed the City's Fee Proposal. On the following pages, we have provided the City with details regarding the fee proposal. **Many of the Services quoted are optional, however, if the City expects maximum revenue collection and compliance, the full service offered is highly recommended.**

### **Manual Parking Citation Processing: \$0.42**

#### ***Services for the above-mentioned items include:***

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

### **Electronic Parking Citation Processing: \$0.42**

#### ***Services for the above-mentioned items include:***

- Automated citation transmission into Data Ticket's Citation Management Solution 24/7
- Automated confirmation email detailing successfully transmitted citations
- Automated transmission of photos attached to citations

### **Courtesy Notice: \$0.72**

#### ***Services for the above-mentioned item include:***

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper and provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1<sup>st</sup> Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- This cost will increase as the US Postal Service increases the 1<sup>st</sup> Class postage rate
- This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual.

### **Out-of-State Collections: 23% of revenue collected**

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs; should the Agency have an assigned ORI, Data Ticket will request usage of the ORI for reference/audit purposes only. Data Ticket utilizes its own ORI for transactional purposes
- This fee is not combined with any other contingency fee. For example if a citation is rolled to a delinquent status, only 28% of revenue collected will be charged
- If Data Ticket does not collect on a citation that is issued to an out of state plate, the Agency does not owe this fee.



### **OPTION:**

The City has the option of either utilizing our Delinquent Collections OR the City can elect to continue to send notices as it does today. We are providing this option because the City's collection rates are simply not where they should be. We believe this is because of the current approach utilized. Our clients that utilize Delinquent Collections maintain, on average a 93% Collection rate whereas the City currently sits at a 77% maximum. The Delinquent Collections defined below are contingency based. If we do not collect, the City does not pay.

#### **Delinquent Collections:**

**23% of revenue collected**

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason or when a 2<sup>nd</sup> notice is sent if sooner than 90 days.
- As part of this process three Delinquent Notices will be sent to the registered owner
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee
- Notices will be sent via 1<sup>st</sup> Class Mail, and Data Ticket will be responsible for the cost incurred

**OR**

#### **Delinquent Notice Letters, Including Postage**

**\$1.50 per letter**

#### **Franchise Tax Board Processing**

##### **SSN Look-up**

**\$2.50 per SSN**

- This fee will be assessed to lookup a social security number associated with a particular registered owner and address
- This charge is charged per unique SSN, not per citation

#### **FTB Collections**

**15% of revenue collected**

- This fee is charged if a citation is paid at the Franchise Tax Board
- This charge is not combined with any other charge; for example if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1<sup>st</sup> Class Mail
- All notices are attached to the citation online and are viewable via the web
- Data Ticket will pay for the Agency's cost to participate in the FTB program; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1<sup>st</sup> Class Mail

**Credit Reporting Collections Legal Action Not Required 28% of revenue collected**

- This fee is charged if a citation is paid at Advanced Credit Reporting Collections
- This charge is not combined with any other charge; for example if a citation is rolled to delinquent status and paid at Advanced Collections, only the 30% of revenue collected will be charged

**Adjudication:  
(OPTIONAL)**

**1<sup>st</sup> Level Review Hold & Scanning of Review Request \$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution so it is displayed on the web for the Agency's Staff
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal

**(OPTIONAL)**

**1<sup>st</sup> Level Review Disposition \$1.00 per citation**

- Data Ticket will review all documentation received by the Appellant and render a disposition
- The disposition will be available online for the Agency's Staff to review

**1<sup>st</sup> Level Review Disposition Letters \$0.75 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1<sup>st</sup> Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday - Friday

**(OPTIONAL)**

**2<sup>nd</sup> Level Hearing Hold, Scanning and Scheduling of Hearing \$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution so that it is displayed on the web for the Agency's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency's schedule

**(OPTIONAL)**

**2<sup>nd</sup> Level Hearing Disposition \$85.00 per hour**

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- Data Ticket's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read, and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket
- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at a Agency location or the Agency may elect to have citations heard at a centralized location within the County

**2<sup>nd</sup> Level Hearing Schedule & Disposition Letters** **\$0.75 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1<sup>st</sup> Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday - Friday

**(OPTIONAL)**

**Joint / Escrow Banking Services**

**\$100.00 per month**

***Services for the above-mentioned item include:***

- Daily deposits of funds to the Agency's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year

**Charge-backs and NSF's**

**\$5.00 per issued instance**

- Data Ticket will process credit card charge-backs and NSF's when notified of each occurrence
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

**(OPTIONAL)**

**Refunds**

**\$5.00 per issued instance**

- Data Ticket will process refunds when notified of each need
- In the event the utilizes Joint Banking Data Ticket will verify, generate and send each refund due
- Refunds will be issued weekly
- Refunds will be sent via 1<sup>st</sup> Class Mail

**Online Access for the City's Citizens and Visitors:**

**Included**

The City's Citizens and Visitors will have the ability to perform the following functions online:

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- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a 1<sup>st</sup> Level Administrative Review and attach up to three documents supporting their position
- Request a 2<sup>nd</sup> Level Administrative Hearing Request and attach up to three documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

### **Online Access for the City's Staff:**

**Included**

Access to the City's data is based on unique usernames and passwords assigned to each individual who requires access to the system. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system so that the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF's and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2<sup>nd</sup> Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

### **Reporting:**

**Included**

- Data Ticket offers 23 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.

- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

**Manual Payment Processing:**

**Included**

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

**Registered Owner Information:**

**Included**

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is same day
- Registered owner information for all citations issued on out of state license plates
- Data Ticket is a recognized Strategic Partner with NLETs and has access to registered owner information nationwide through the NLETs service
- Access to this system requires the use of the City's ORI for tracking purposes only; Data Ticket will utilize its own ORI for actually acquiring the out of state data
- Turnaround time for acquisition of out of state registered owner information using NLETs is same day

**CA DMV Holds and Releases:**

**Included**

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made

**Customer Service:**

**Included**

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review.
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

**Web Presence:**

**Included**

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com); this is a generic website in the sense that it is not

Agency branded. This website allows for the Agency and the Agency's Patrons to access citations online

- If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.

**Conversion:**

**Included**

- Data Ticket will convert the citations currently with the Agency's existing vendor at no cost to the Agency
- Citations that have not had a payment and do not have a registered owner will immediately be sent to the appropriate DMV so as to obtain a registered owner

**Credit / Debit Card Processing**

**\$3.50 per transaction**

- Data Ticket is PCI Compliant and provides for the ability to pay via Visa, MasterCard, Discover, and American Express on our website, [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com), via our toll-free, bi-lingual Customer Service Representatives, and via our toll-free, bi-lingual IVR Solution
- There is no charge to the Agency for credit / debit card processing; however, the Patron is charged \$3.50 per transaction; this means the Patron can pay for a single or many citations at once and incur a single \$3.50 fee

**Payment Plan Processing**

**\$15.00 per transaction**

- An administrative fee will be assessed to Patrons who wish to participate in a payment plan
- The administrative fee will be added to the Agency's invoice and once the 1<sup>st</sup> payment plan installment is paid by the Patron, the administrative fee will be the Agency's revenue
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan
- The Agency will have the ability to determine whether Payment Plans are accepted and, if so, what the parameters for payment will be

**Credit Card Chargeback Processing**

**\$30.00 per transaction**

- If a chargeback occurs, a fee will be charged to the Patron for the processing of the chargeback
- No fee will be charged to the Agency

**Cost Increases:**

**Postal Rate Increase Offset** – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

**CPI Increases** – There will be NO CPI increases for the duration of the agreement.

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### **Handheld Ticket Writers and Printers**

Data Ticket has proposed 3 Motorola options that meet the City's requirement of integrating Crossroad's software and Data Ticket's software on a single handheld ticket writer. After review of these options and the required peripherals, we would be happy to provide the most advantageous pricing available.

In addition, at that time we would provide pricing on the ticket stock and envelopes.

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### **CONFIDENTIAL INFORMATION DISCLAIMER**

This proposal contains certain confidential and valuable information in the form of ideas, know-how, concepts, processes, plans and trade secrets that belong to Data Ticket, Inc. In accordance with the California Public Records Act, this confidential information shall not be disclosed outside the City and shall not be duplicated, used, or disclosed in whole or in part for any purpose except in the procurement process. Confidential information contained in this document is noted on each applicable page or image. Serious and irreparable competitive disadvantage in future procurements could result from the release of any confidential information contained in this proposal. Please notify us immediately, in writing if there is a request for disclosure of any confidential information so that Data Ticket will have an opportunity to participate in any disclosure discussions.

The following data, furnished in connection with this solicitation, shall not be disclosed except to those who are directly involved with the evaluation within the City and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal provided. If a contract is awarded to this offer or in connection with the submission of this data, the City shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the City's right to use information contained in the data, unless it is obtained under proper authorization from another source without restriction.



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**City of Huntington Park  
Attn: Art Cueto, Senior Analyst  
6542 Miles Avenue  
Huntington Park, California 90255**

**January 27, 2015**

**Dear Mr. Cueto:**

Data Ticket, Inc. appreciates the opportunity to respond to the RFP for Parking Citation Processing Services for the City of Huntington Park.

Data Ticket concentrates our efforts on providing superior, full service parking citation processing and collections, code enforcements processing and collections, and permit management to public agencies nationwide. In fact, Data Ticket has been the City of Huntington Park's Animal Control Services and Code Enforcements Services citation processing vendor for the past 6 years and for the past 8 years, respectively.

Data Ticket is confident that after review of the enclosed proposal, you will agree that Data Ticket, Inc. is the most technically-capable qualified partner to provide the professional, focused service necessary for superior parking citation processing, management and collections.

Our suite of services includes:

- Real-time, online and batch mode California DMV access for registered owner information
- Real-time, online and batch mode California DMV access for registration holds and releases
- Nationwide access to out of state DMV information utilizing NLETs as a Strategic Partner
- Customized daily, delinquent and Franchise Tax Board collections
- Customized correspondence processing, including Regular Notices, Delinquent Notices, Adjudication Letters, Payment Plan Letters and all other correspondence required
- Escrow banking services, remote check deposit services, and direct to client banking service
- Full-service, bi-lingual customer service representatives provided Monday – Friday, 7am – 5pm, Pacific time

- Complete audit trail for every citation in the system, including the ability to provide recorded customer service calls to the City upon request
- Customized reporting capabilities that provide City Personnel with the ability to create, save, share and print reports from an existing report or from scratch
- Fully staffed Adjudication Department to manage the adjudication process and take inbound customer service calls specifically focused on the adjudication process
- Full service hearing scheduling services and the use of independent, certified and insured Hearing Officers to perform in-person, phone or written hearings
- Customized timelines so that all correspondence is sent based on the City's unique timeframe and business requirements but always adhering to California Vehicle Code and all US Laws
- A 100% web-based solution for City Personnel to access all their data and for the public to manage their parking citations
- Full backups performed daily and taken off-site for storage
- Full support offered via phone and email Monday – Friday from 7am – 5pm, Pacific time and off-hour support for emergencies, via cell phone
- Automated handheld ticket writers utilizing our proprietary software or our proprietary Android application that are both fully supported in-house
- Franchise Tax Board interface for collections through the Interagency Intercept Program and credit reporting collections for advanced collection needs.

Data Ticket has read and understands the City's RFP. Data Ticket accepts the terms and conditions included in Exhibit A – Anticipated Form of Contract. Further, this proposal shall remain valid for 180 days from the submission date.

The individuals authorized to negotiate and bind the firm contractually to all statements in this proposal, are Brook Westcott, Chief Operating Officer and Marjorie A. Fleming, President. Data Ticket, Inc. is a California Corporation, a California Certified Small Business Enterprise and a California Certified Woman-Owned Business. Questions regarding this proposal should be directed to Brook Westcott at Data Ticket's legal headquarters, which is at the following address:

**Data Ticket, Inc.**  
**4600 Campus Drive, Suite 200**  
**Newport Beach, CA 92660**  
949-752-6937 ext. 337; 949-752-6033-fax  
[BWestcott@DataTicket.com](mailto:BWestcott@DataTicket.com)

Data Ticket, Inc. looks forward to the opportunity to continue to provide excellent service to the City of Huntington Park.

Best Regards,

Brook Westcott  
Chief Operating Officer

## **SECTION 2: STAFFING AND QUALIFICATIONS**

### **Staff Experience**

Data Ticket will provide experienced, knowledgeable and professional staff. Data Ticket shall be responsive and maintain excellent working relationships with city residents, business, government officials and City Staff. Data Ticket shall provide adequate staffing levels at all times and adhere to established schedules.

Data Ticket provides the highest level of services to each of our clients. We have adequately staffed each department to accommodate each and every client's needs. We do not share resources across departments; rather we have hired and maintain each department such that there is no need to share resources among departments. In addition, resources are routinely moved to other departments so cross training occurs, which ensures we are never caught in a situation where we cannot service a client.

During the implementation phase of any new project, Data Ticket will assign a single project manager and two key individuals to manage the implementation and to ensure a successful transition of services to Data Ticket. These individuals will be responsible for every aspect of the implementation and for the ongoing care of the contract. These individuals will be made available to the City during regular business hours and their email and/or cell numbers will be made available for after hour questions/concerns or issues.

At a high-level, responsibility amongst these three individuals has been provided below:

<b>Individual</b>	<b>Assignment of Tasks</b>	<b>Time Commitment</b>
Heather Nowlan, Director of Client Relations, Project Manager for the City of Huntington Park	Implementation (acquisition of data, including bail schedules, noticing timeline, officer badge numbers, etc.) User Training Correspondence Review Attendance at City Council Meetings Monthly Performance Review User Administration Daily Questions	100% as needed
Brook Westcott, Chief Operating Officer & Supplemental Project Manager for the City of Huntington Park	Conversion Oversight Accounting Oversight Monthly Performance Review Internal Oversight of Operational Processes	100% as needed
Marjorie Fleming, President	Contractual Oversight Attendance at City Council Meetings Performance Integrity	100% as needed

In addition to the resumes provided below and on the following pages, Data Ticket has included an Organization Chart to provide the City of Huntington Park with a better understanding of our organizational structure.

**Heather Nowlan, Director of Client Relations**

Heather joined Data Ticket six years ago and is responsible for managing our clients' needs via email, phone, and personal visits. She is responsible for assisting in the implementation of new clients, as well as for the retention of existing clients by ensuring Data Ticket staff understands our clients' business rules and processing needs.

Heather is a graduate of Texas Christian University and her experience includes more than 17 years of customer service in a fast paced, high energy, client-facing business. She brings a solid foundation to Data Ticket by utilizing effective communication skills with a detail-oriented service mentality. She has worked on numerous CRM (customer relationship management) programs in her prior experience and has been able to apply this knowledge directly to Data Ticket. Heather's goal is to enhance the experience that our clients receive through personalized attention.

**Brook Westcott, Chief Operating Officer**

Brook brings more than 11 years of parking citation experience in addition to 11 years of administration citation processing experience. Brook has been a key member of the Data Ticket team for the past 11 years, actively managing each client's citation processing to ensure each implementation is successful. Brook's expertise in Project Management includes planning, designing, testing and executing client conversion, IT enhancements, new IT development, data management and process re-engineering. Brook's focus since joining Data Ticket has been to develop new processes to streamline the flow of data through the system in order to provide more detailed data to our clients via real-time, online reporting. Brook also focuses her time on significantly increasing the collection rates that Data Ticket provides for its clients. Her goal is to keep Data Ticket's collection rates above the competition, while continually enhancing operational efficiencies.

Brook is a graduate of Baylor University with a Bachelor of Business Administration in Business Management. Prior to joining Data Ticket, Brook was a Senior Manager at Accenture for 11 years. During her time there, she served as project manager for high-profile projects in Spain, France, Italy, Chicago, New York, San Francisco, Minneapolis, Memphis and Orange County. Brook is responsible for overseeing the Information Technology, Accounting, Data Entry, Adjudication, and Operations Departments at Data Ticket.

**Marjorie A. Fleming, President**

Marjorie brings 26 years of parking citation processing experience as well as 13 years of administrative citation processing experience. Marjorie is a graduate of the University of Wisconsin with a Bachelor of Arts Degree and double major in Sociology and Psychology. Marjorie has been with Data Ticket since inception. She began her career

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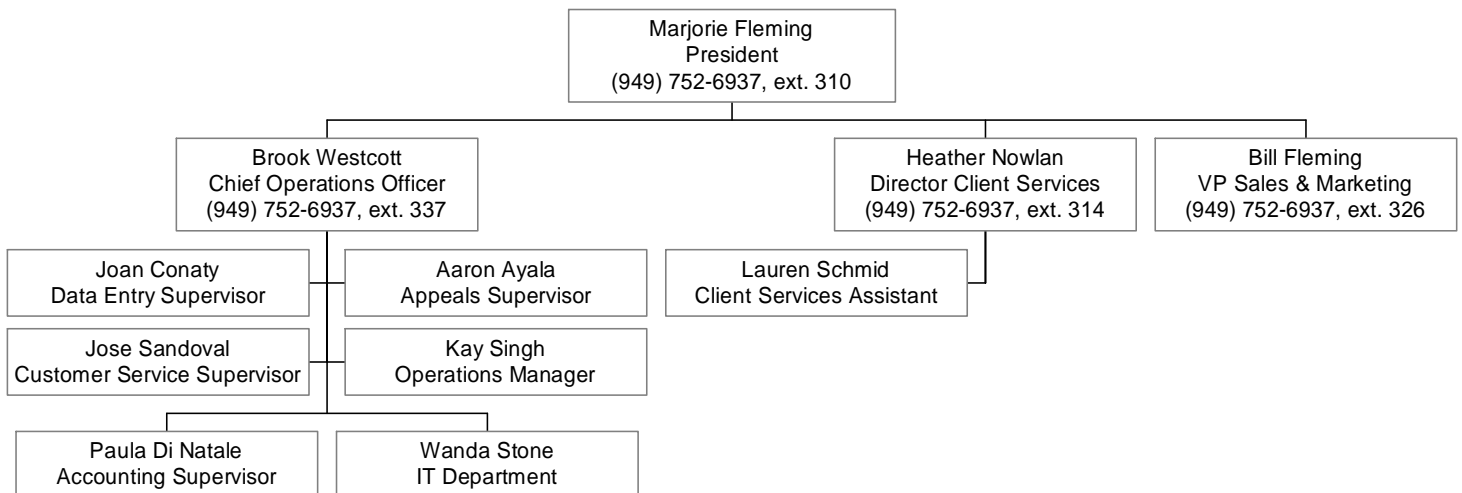
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with Data Ticket as Director of Sales and Marketing, was promoted to Senior Vice-President and attained the position of President after 14 years of service.

Marjorie's expertise in corporate management and project management has been highlighted by Data Ticket's excellent reputation in the parking industry. Since joining Data Ticket, Inc. she has been the primary contact for our clients, overseeing contracts, implementations, system optimization, reports and training of internal staff. She is actively involved in maintaining each client's public relations and image. Marjorie maintains a high profile with each of Data Ticket, Inc.'s clients, visiting customer sites, attending trade shows and ensuring that our customer service and collections is implemented in a positive and professional manner. Marjorie stays up-to-date on all new developments in the parking industry.

### Organization Chart

Below, we have provided a high-level organization chart. This chart depicts the individual departments that will be working on behalf of the City in order to successfully transition the parking citation processing and management from the City's existing vendor to Data Ticket. In addition, these exact individuals will work directly with City Personnel to manage the on-going process and to ensure that enhancements are continually provided to the City.



### Other Vendors

Data Ticket will not outsource any portion of this contract to any other firms. Data Ticket will be the sole point of contact for City Personnel for all parking citation processing and hardware related questions. In addition, the individuals with whom City Personnel are the same individuals with whom City Personnel already work to process and manage the City's Code Enforcement and Animal Control citations.

### SECTION 3: TECHNICAL APPROACH

#### a. Recommended Service Model

Data Ticket has read and understands the City's Scope of Work. We will meet the City's expectations as outlined in the Scope of Work. In addition, we have provided some suggestions / modifications to the Scope of Work that exceed the City's requirements and will benefit the City as well as citation recipients.

In short, we recommend the City utilize a web-based, fully hosted, SaaS Solution (Software as a Service) for all of its Parking Citation Processing, Management and Collection needs. This model will allow City Personnel to focus on responsibilities that require the most attention while providing the flexibility to outsource less important, tedious and tiresome tasks. In addition, this model removes all technical responsibility from City Staff who will not be encumbered with software and hardware maintenance and support tasks or the costs associated with software and hardware development and maintenance.

#### b. Compatible Technologies

Our Solution is 100% web-based. The City will have the ability to maintain user access rights to the system or Data Ticket will handle this service for the City. All that is required to access the system and manage the citation process is Internet access and a username and password. We will not ask the City to install any hardware or software on any computer located at the City or elsewhere nor will we ask any City Personnel to maintain any software or hardware. Data Ticket will take complete responsibility for providing access to our Solution so the City experiences 100% uptime. This enables City Personnel to focus on more important responsibilities.

We have read and understand the City's requirements in the Scope of Work regarding a single piece handheld unit. We understand the City currently utilizes a Motorola unit and, after fully implemented, intends to use a single piece, single unit to issue both moving violations via the Crossroad Software and parking citations via the selected parking citation processing vendor. ***We currently partner with the City of Sunnyvale to perform these exact services. Sunnyvale utilizes a Motorola 75A with Crossroads software loaded for moving violation issuance and our software for parking citation issuance. Because of our experience, we understand the implementation required and we understand the requirements.***

We recommend the City continue to utilize a Motorola Unit or switch to a Casio unit; however, given the City's existing use of the Motorola, we would recommend continuing that a similar unit. We currently have 64 Motorola MC9500-K's being utilized by a single client. While this unit provides a full physical alphanumeric keyboard, it is also larger than the MC75A and neither comes with an integrated printer.

Below, we have provided some information about the Motorola 9500K, MC45 and the MC67. Because none of these units is a single piece unit, we would still need to provide the City with blue tooth enabled printers. For this, we would continue to recommend the Zebra printer but we would need to work with Crossroads in order to configure the printing



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to meet their needs and ours. Again, because we already have a solution in place, this is not an issue for Data Ticket.

Category	9500K	MC45	MC67
Dimensions	9.2" x 3.5" x 2"	5.6" x 2.6" x 1"	6.38" x 3.03" x 1.32"
Weight	22 oz.	8.73 oz.	13.5 oz.
Display	3.7"	3.2"	3.5"
CPU	Marvell PXA320 @ 806 MHz	600 MHz, ARM 11 Processor, MSM 7627	800 MHz – 1GHz, depending on model selected
Operating System	Windows Mobile 6.5	Microsoft Windows Embedded Handheld 6.5.3 Professional	Microsoft Windows Embedded Handheld 6.5 Professional
Camera	Color / 3 MP	Color / 3.2 MP	Color / 8 MP

All handheld ticket writers offered and supported by Data Ticket provide the ability to take images associated with citations. All media taken at the time of issuance is transmitted at the time the citation is transmitted and all media will immediately be available for City Personnel and Data Ticket to view on the web. If City Personnel choose, media can also be made available to the public.

***In addition, the Motorola units provide our clients with the ability to access CA DMV directly from the field in order to verify scofflaws. This is a unique capability only Data Ticket offers.***

Data Ticket offers support in terms of maintenance and trouble-shooting to all of our clients who utilize our handheld ticket writers and citation issuance software. Trouble shooting is typically performed remotely, reducing the potential amount of downtime related to any hardware or software issues. If the issue cannot be resolved remotely, we will ask the City to send the unit in for resolution. In the meantime, we will replace the troubled unit so the City is not without a handheld device.

In addition, we provide software support for our web-based software solution that our clients use. We provide our clients with regular software updates to ensure that no client is left on outdated or unsupported software. We do not provide any hardware for our clients other than the handheld ticket writers and printers we offer.

Data Ticket's software and hardware is all owned, managed and maintained by Data Ticket employees. We do not outsource any technical capabilities and all operations work is performed in-house, including the adherence to all Federal, State and local legislation that impacts parking citations. All functions of parking citation processing are performed in-house.

In addition to the use of the handheld ticket writers described above, our Solution is capable of integrating with any other solution with which the City currently partners or with which the City is considering partnering.



### **c. Benefits of Technologies**

Our Solution is 100% proprietary. We have built, enhanced and maintained our Solution for the past 26 years. We offer our clients regular enhancements to the Solution at no charge. In the event the City of Huntington Park selects Data Ticket as its parking citation vendor of choice, City Personnel will benefit from the following recent technological enhancements:

- Real-Time CA DMV Registered Owner look-ups, DMV Holds and DMV Releases rather than the 24-48 hour turnaround time offered by other vendors
- Real-Time Out of State Registered Owner look-ups via NLETs
- Attachment of all correspondence sent on behalf of the City so that City Personnel can see each notice, NSF letter, Adjudication Letter and Payment Plan letter sent on behalf of the City so City Personnel has access to all documentation associated with a citation
- Attachment of all mailed in Releases of Liability and Fix It ticket proof so City Personnel can ensure all data is being processed accurately and according to the City's business rules.
- Ability to pre-populate vehicle data when issuing a citation for previously cited vehicles, saving on the time it takes to issue a citation in the field
- Ability to transmit citations to our Solution real-time so that the public and City Personnel have immediate access to the citations
- Enhanced Reporting Capabilities that provide the City with the most advanced reporting in the industry.
- Enhanced Web Site for Client Personnel to perform as many responsibilities or as few responsibilities as required.

The addition of these technological advances has provided our clients with better and more data that in turn provides insight into the number of citations issued, the collection rate based on each time of citation issued or at the issuance level. There is no end to the amount of knowledge that is now provided by our Solution.

In addition, these technological advances have reduced the amount of time it takes an officer to issue a parking citation and it has increased the accuracy with which parking citations are issued. This relates to fewer appeals / disputes and a smoother process for City Personnel.

In the past 24 months, Data Ticket has transitioned many clients from the City's existing vendor to our Solution. We have done so successfully and within a short period of time for each client. We have been successful because we are extremely detail oriented and we know the vendor's data structure well. During the transition phase, we will provide City

Personnel with requests for all data required. We will then work directly with the City's current vendor to ensure that a test file and subsequent live file are received to our satisfaction. We know how to do this and we do it well, time and time again.

#### **d. Support of the Transition Plan**

Data Ticket does not rely on our clients to facilitate the transition process. We partner closely with our clients, specifically during the transition phase, to ensure we are driving the transition to make it as efficient and effective as possible.

In the "Schedule" Section that starts on page XX of our response to the RFP, we have provided a detailed workplan that demonstrates the required tasks and associated timelines and responsibilities associated with those tasks in order to ensure a successful transition.

### **Suggestions / Modifications to the Scope of Work**

#### **Conversion**

Over the course of the last few years, Data Ticket has converted many clients from the City's existing vendor. Based on this experience, we recommend the City consider allowing us to convert **at least** 5 years of Open Citations and **at least** 5 years of Closed Citations. The reason for this is simple: we believe transitioning from one vendor to another should not preclude a client from running historical reports and having access to the City's data. This is, after all, the City's data. It is not ours and it is not the City's current vendors. If, after the conversion effort, the City prefers to purge some data, we will be happy to do so.

#### **Manual Citation Processing**

We also believe manually issued citations should be keyed within 24 hours of receipt of the citation. This will provide the City with better customer service and it will provide citation recipients with the ability to pay for their citation(s) that much sooner. Further, we recommend the City consider allowing the selected vendor to store hard copy citations and bank deposit information electronically. This provides much greater ease in actually locating a citation and it provides for the ability to store the hard copies for a longer period of time. Considering the statute of limitations on a citation is 5 years in California, this makes good sense to us.

#### **Out of State Processing**

We also noted the City does not have a timing requirement for the acquisition out of state registered owner information. Data Ticket utilizes NLETs to obtain out of state RO information. This means the City will have the RO information the same day we request it. Many other vendors do not have access to NLETs which means RO Request times vary and can take up to a month to return. Similarly, we noticed the City has not required confirmation of a CA DMV Hold or Release be returned within 24 hours. We receive this confirmation which helps our clients know whether holds are successfully being made and whether releases are successfully being processed. Many other vendor rely on a month-end file which means a citation can sit for a period of time without anyone knowing the actual status.

### **Correspondence**

Data Ticket recommends the City consider having payments and correspondence sent to the selected vendor and scanning manually issued citations into the system, rather than using a courier to transmit citations and documents. This process will ensure the online data is accurate and available real-time.

### **Customized User Interface for the Public**

At no cost to the City, Data Ticket will provide the City with a customized user interface via the internet for the public to view, appeal and pay for their parking citations. This takes the City's concept of linking from the City's website one step further by providing a consistent look and feel for the public.

### **Technical Support**

Data Ticket provides our clients with IT Support from 7am – 5pm Monday – Friday. In addition, we provide our clients with after hour assistance via email and cell phone numbers. We believe our clients should be able to speak with a live individual on their timeframe.

### **Adjudication**

Data Ticket recommends the City consider having the selected vendor receive and scan all 1st level Administrative Review Requests and 2<sup>nd</sup> level Hearing Requests into the Solution so City Personnel are not sending packets back and forth with the vendor. We provide this service to our clients and we find it not only expedites the process but it also ensures paperwork does not get lost and it provides for all adjudication backup to be accessed online.

In addition, we believe the Public could benefit from the Phone Hearings in addition to the existing Written and In Person Hearings. Further, we recommend that all phone hearings are recorded so City Personnel can be provided a copy if required. Data Ticket utilizes independent Hearing Officers to perform these responsibilities but the City can also continue to use their existing Hearing Officer if so desired. Either way, our Solution will support the City's requirements.

### **Franchise Tax Board Collections**

Data Ticket recommends inquiring to ensure that the selected vendor will pay the City's FTB Submission Invoice(s) that are provided directly to the City. Data Ticket pays this invoice for each of our clients; however, few other vendors do. In addition, we have more experience than any other vendor when it comes to processing and collection Franchise Tax Board collections.

## SECTION 4: EXPERIENCE

Data Ticket provides full service parking citation processing services for over 250 clients, nationwide. Per the City's request, Data Ticket has provided a list of clients for whom we have worked within the past 5 years that demonstrate our experience and ability to perform the services requested of the City of Huntington Park. In addition, we have been asked to provide references for at least 3 municipal agencies of similar size to the City. We have provided this information for each of the 5 clients provided below and on the following pages:

### The City of South Gate

a. Engagement Start and End Dates:
October 2013 - Current
b. Number of Citations Processed Annually and The Total Dollar Amount of Payments Processed Annually
21,000 citations annually and ~\$1,135,000.00 payments processed annually
c. Innovative Solutions implemented with the City of South Gate
<p>The City of South Gate awarded their parking citation processing and collections contract to Data Ticket through an RFP process. The prior vendor was Inglewood Citation Management, which utilized Duncan Solutions for processing.</p> <ul style="list-style-type: none"> <li>➡ During the implementation phase of the project, we were able to quickly reduce a significant portion of costs the city incurred with its prior provider. This reduced the costs associated with the contract with Data Ticket, streamlined the overall process and ensured the city was only paying for services for which it was actually receiving.</li> <li>➡ Initially the City wanted to issue citations using handheld ticket writers in order to streamline and expedite the citation issuance process while eliminating errors; however the City had not budgeted for such an expense. We worked with the City to open an escrow account and utilize our escrow banking services so that the funds could be taken out of the revenue, rather than paying for the handhelds upfront. This has allowed the City to utilize the handheld ticket writers without having to worry about any out of pocket expenses.</li> <li>➡ During the implementation process, the City wanted to understand the collection rate the City's prior vendor had attained for them. We were able to work with the City to determine collection effort rates using a multitude of scenarios and timeframes in order for them to have a baseline with which to move forward.</li> </ul>
e. Contact Information
<ul style="list-style-type: none"> <li>➡ Sgt. Sam Brown; SBrown@SoGate.org</li> <li>➡ Phone: 323-563-5493</li> </ul>

### **The City of Whittier**

a. Engagement Start and End Dates:
March 2004 - Current
b. Number of Citations Processed Annually and The Total Dollar Amount of Payments Processed Annually
18,000 citations annually and ~\$1,000,000.00 payments processed annually
c. Innovative Solutions implemented with the City of Whittier
<p>The City of Whittier and Data Ticket have partnered with each other on the processing and collecting of both Parking and Administrative citations for the past 12 years. During those years, we have made several enhancements to the capabilities provided to the City online as well as working with the City on the following innovative solutions:</p> <ul style="list-style-type: none"><li>➡ The City's Accounting Department had previously been generating financial reports that were manually entered into the City's GL. The City approached DTI to determine whether we could help them streamline the process. We worked closely with the City's Accounting Department to create new financial reports that could be run real-time and automatically loaded into the City's GL. This process eliminated manual work on the City's side, streamlined the City's reporting processes and reduced data entry error in the City's financial solution.</li><li>➡ As the California began to increase the surcharges assessed for parking citations, we worked closely with the City to evaluate other local agency's bail schedules to ensure the City's was within a reasonable range of those cities. During this process we provided bail schedules to the city that allowed the City and Data Ticket to analyze the difference. As a result, on 2 separate occasions, the city was able to justify an increase to cover the increase in surcharges and City Council approved. Data Ticket assisted the city twice in this effort resulting in saving the city money the State / County surcharges otherwise would have usurped.</li><li>➡ The City issues citations on a college campus and was interested in understanding how to best streamline the process because the locations and violations were the same for each citation. Data Ticket worked with the city to develop a process whereby the citation could be issued per CVC and the officers could reduce the amount of time it took to issue the citations. The result was a streamlined process that increased the number of citations issued while decreasing the amount of time the issuance process took. Data Ticket has consistently worked with the City to provide updated and enhanced citation issuance hardware. Most recently, the City began to utilize the Casio IT9000 units in order to provide their Officers with a more technologically advanced handheld solution.</li><li>➡ Finally, the City initially utilized daily and delinquent collections; however, did not see the value in FTB Collections. Data Ticket worked with the City to demonstrate the number of value of the citations that were eligible for FTB. After some thorough analysis, the City moved forward with FTB Collections.</li></ul>
f. Contact Information
<ul style="list-style-type: none"><li>➡ Gary Baker, Management Analyst; GBaker@CityofWhittier.org</li><li>➡ Phone: 562-567-9213</li></ul>

**The City of Claremont**

a. Engagement Start and End Dates:
October 1993 - Current
b. Number of Citations Processed and The Total Dollar Amount of Payments Processed
~9,000 annually and ~\$380,000 payments processed annually
c. Innovative Solutions implemented with the City of Claremont
<p>Over the course of the many years we have been partnering with the City of Claremont, we have had the opportunity to continually expand on the services we provided to the City. Some of these additional services have solutions and services have included:</p> <ul style="list-style-type: none"><li>➤ Multiple changes to the bail schedule over the course of the years have been implemented. Data Ticket has assisted the city with the evaluation of their existing bail schedule and that of surrounding agencies to ensure the city's proposed changes are consistent with those bail schedules in surrounding areas.</li><li>➤ Data Ticket has also worked with the city to regularly update their handheld ticket writers and, of course, the handheld ticket writer software. We are committed to ensuring that our clients have the most current hardware and software available to them, regardless of how long the city has been a client.</li><li>➤ As you can imagine we have seen many changes in personnel within the city. With each change comes a new set of requests for data. We have always worked with City Personnel to provide them with the exact sets of data requested within the same business day. These requests have often come directly from the Chief or Captain and although the information is available online for City Personnel, we take the time to generate the required reports and provided them directly to the client as required.</li><li>➤ Finally we process the City's administrative citations along with the City's parking citations. We have consistently generated new reporting, both financial and operational, to meet the city's needs and we have also consistently added new violation types so they can be processed in the same streamlined manner as the city's existing citations.</li></ul>
g. Contact Information
<ul style="list-style-type: none"><li>➤ Sgt. Deborah Holland, Manager; DHolland@LawndaleCity.org</li><li>➤ Phone: 310-973-3226</li></ul>



### **The City of Long Beach**

#### **a. Engagement Start and End Dates:**

April 2014 - Current

#### **b. Number of Citations Processed Annually and The Total Dollar Amount of Payments Processed Annually**

~360,000 annually and more than \$20,000,000.00 payments processed annually

#### **c. Innovative Solutions implemented with the City of Long Beach**

Data Ticket was awarded the City's parking citation processing and collections services through the RFP process in 2014 over the City's then-processing vendor, Duncan Solutions. During the implementation phase and the 18 months we have been live with the city we have developed several new and innovative solutions. Some of these are:

- The integration of real-time DMV access from the handheld units to CA DMV to verify scofflaw information from the field. This process eliminates the need for Officers to contact dispatch who then either use an internal system to look-up registered information or call DMV directly.
- The integration of the City's cashiering system. The City utilizes iNovah to process over the counter payments. We were able to successfully integrate with iNovah to provide the cashier's with real-time payment information from our Solution, to accept payments, to update the City's financial system and to update our Solution real-time. In addition, we created real-time reports so the Cashiers could reconcile at the end of their shift. This Solution required an OCR Scan line to be printed on the citation as well as on each remittance stub so the Cashier was not required to manually enter any data.
- The integration of the City's remittance processor solution, RT Lawrence. This Solution required Data Ticket to print a separate bar code on each citation and notice so the remittance processor solution could simply read the citation information without any manual intervention. A file is then sent to our Solution daily to update the payment. Finally, Data Ticket implemented additional real-time reporting to ensure the daily reconciliation process occurs without issue.
- Data Ticket has implemented a 100% web-based solution to manage the preferential parking permits. Prior to this, the City had used an old mainframe solution to issue parking permits and collect payment. Our Solution sends automated renewal letters and allows residents to qualify for and purchase permits online. Instead of visiting City Hall every year, thousands of Residents can manage the process from the comfort of their home.
- Data Ticket has also implemented a new Adjudication Process and a new Refund Request Process because the City requires that 2 Personnel perform each 1<sup>st</sup> Level Review and 2 People review refunds that are requested and approved. These automated processes were built into the web so the City can manage the process per management requests.
- Finally Data Ticket works closely with the City on the financials associated with the contract. Monthly we provide several custom reports that provides details on how to divide taxes / surcharges / department funds and other monies across the many departments that process within the City.

#### **h. Contact Information**

- John Gross, Director of Financial Management; John.Gross@longbeach.gov
- Phone: 562-570-6427

### **The City of Lawndale**

a. Engagement Start and End Dates:
December 2014 - Current
b. Number of Citations Processed Annually and The Total Dollar Amount of Payments Processed Annually
15,000 annually and ~\$650,000.00 payments processed annually
c. Innovative Solutions implemented with the City of Lawndale
<p>The City of Lawndale awarded their parking citation processing and collections contract to Data Ticket outside an RFP process. The prior vendor was Duncan Solutions.</p> <ul style="list-style-type: none"> <li>➤ During the implementation phase, the City experienced a temporary issue getting citation payments from the prior vendor to Data Ticket. We acted quickly and implemented a temporary grace period to ensure that the public was not assessed penalties on citations that we actually paid on time. This enabled the city to maintain a high level of customer service to the public and as soon as we were notified to remove the grace period, we did.</li> <li>➤ The City quickly determined they wanted to use updated handheld ticket writers so we worked closely with the city to evaluate the available ticket writers. We also provided demonstrations and demo units that the city's officers were able to use over a lengthened period of time in order to be sure of their decision.</li> <li>➤ Finally, the City allows for the administration of payment plans so we were able to partner with the city to build the capability into the web so that both City Personnel and Data Ticket could administer this process in a streamlined fashion.</li> </ul>
i. Contact Information
<ul style="list-style-type: none"> <li>➤ Sgt. Deborah Holland, Manager; DHolland@LawndaleCity.org</li> <li>➤ Phone: 310-973-3226</li> </ul>

d. The City of Huntington Park has requested we provide information on a potential integration with "Sungard HTE". We have reviewed the technical specifications of the Sungard product. Based on our review, we are confident we would be able to accommodate the City's requirements. The integration of our Solution with another solution is typically dependent on the City's existing solution and the City's requirements. Our solution is 100% proprietary and as such we do not have any limitations with integration. As you read above, we were able to successfully integrate with the City of Long Beach's real-time cashiering solution for parking payments and for permit payments and our Project Manager acted as the City's Project Manager in order to work with the other vendor. Likewise, we were able to integrate with the City's remittance processor for mailed in payments. These integrations were all completed on-time and the City was not charged by Data Ticket for any of our work. The same would be true for the City of Huntington Park.



## **SECTION 5: SCHEDULE**
























- a. Data Ticket believes there is ample time to meet the City's stated timeline. As mentioned, we have converted many clients from the City's existing vendor to Data Ticket. All have been completed on time without issue. The implementation process typically takes no more than 8 weeks. This includes the transfer of the California DMV Parc Code, which is typically the longest portion of the implementation.

The City has requested two pieces of integration that will make the conversion and implementation more challenging and not solely dependent on the parking citation processing vendor. Those two pieces are the inclusion of the integration with Sungard and the integration of the handheld units with both the parking citation issuance software and the moving violation software. Again, we do not see a need for any change to the current timeline; however, we would want the city to make sure it fully understands any charges assessed and the expected integration timeline from these vendors as well.

- b. Please see the preliminary work plan on the following page that defines the work required to implement the City of Huntington Park on or before July 1, 2016.
- c. We do not see any reason to modify the City's existing timeline.
- d. Data Ticket does not charge our clients for any implementation, conversion or integration fees. Any revision to the timeline, though we don't see the need for one, would not result in any costs from Data Ticket.

**Data Ticket, Inc.**  
 Newport Beach, CA  
 O: 949 752-6937; F: 949 752-6033

**City of Huntington Park**  
 Request for Proposals  
 Parking Citation Processing Services

Data Ticket, Inc. 4600 Campus Drive, Suite 200 Newport Beach, CA 92660						
ID		Task Name	Resource Names	Start	Finish	nu
1		Contract Awarded	City Council	Tue 2/2/16	Tue 2/2/16	1
2		Contract Commencement		Wed 2/3/16	Wed 2/3/16	
3		Implementation Plan for the City of Huntington Park		Wed 2/3/16	Thu 4/28/16	
4		Project Startup		Wed 2/3/16	Tue 2/23/16	
5		Project Kickoff - Meeting #1		Wed 2/3/16	Tue 2/9/16	
6		Meet with Data Ticket and City Staff	Data Ticket,City Staff	Wed 2/3/16	Wed 2/3/16	
7		Review Project Plan	Data Ticket,City Staff	Wed 2/3/16	Wed 2/3/16	
8		Confirm Entity Setup Regarding Depts, Entities	Data Ticket,City Staff	Wed 2/3/16	Wed 2/3/16	
9		Provide Implementation Checklist to City	Data Ticket	Wed 2/3/16	Wed 2/3/16	
10		Project Personnel		Wed 2/3/16	Wed 2/3/16	
11		Review Assigned Project Personnel	Data Ticket,City Staff	Wed 2/3/16	Wed 2/3/16	
12		DMV Parc Code Assignment		Wed 2/3/16	Wed 2/3/16	
13		Provide City with DMV Docs for Parc Code assignment	Data Ticket,City Staff	Wed 2/3/16	Wed 2/3/16	
14		Letter of Termination		Wed 2/3/16	Wed 2/3/16	
15		Provide City Staff with draft Letter of Termination to Existing Vendor	Data Ticket,City Staff	Wed 2/3/16	Wed 2/3/16	
16		Services		Wed 2/3/16	Wed 2/3/16	
17		Review & Confirm Services to be performed by City Staff	Data Ticket,City Staff	Wed 2/3/16	Wed 2/3/16	
18		Review & Confirm Services to be performed by Data Ticket Staff	Data Ticket,City Staff	Wed 2/3/16	Wed 2/3/16	
19		Sample Conversion File		Wed 2/3/16	Tue 2/9/16	
20		Request Sample Conversion File from prior Vendor	Data Ticket,City Staff	Wed 2/3/16	Wed 2/3/16	
21		Provide draft letter requesting City's data for final conversion	Data Ticket	Thu 2/4/16	Tue 2/9/16	
22		Handheld Units		Wed 2/3/16	Thu 2/4/16	
23		Discuss approach for Handheld Ticket Writers	Data Ticket,City Staff	Wed 2/3/16	Wed 2/3/16	
24		Discuss approach for Printer / Use of front of ticket stock only	Data Ticket,City Staff	Thu 2/4/16	Thu 2/4/16	
25		Request Crossroad contact information	Data Ticket,City Staff	Thu 2/4/16	Thu 2/4/16	
26		Define Project Managers for Data Ticket, City and Crossroads	Data Ticket,City Staff	Thu 2/4/16	Thu 2/4/16	
27		Sungard Integration		Wed 2/3/16	Thu 2/4/16	
28		Determine the existing Sungard Solution and Implementation	Data Ticket,City Staff	Wed 2/3/16	Wed 2/3/16	
29		Request Sungard contact information	Data Ticket,City Staff	Thu 2/4/16	Thu 2/4/16	
30		Sungard Implementation Meeting		Mon 2/8/16	Mon 2/8/16	
31		Meet with Sungard to review Integration Options	Data Ticket,City Staff,and Sungard	Mon 2/8/16	Mon 2/8/16	
32		Define Project Managers for Data Ticket, City and Sungard	Data Ticket,City Staff,and Sungard	Mon 2/8/16	Mon 2/8/16	
33		Determine preferred integration option	Data Ticket,City Staff,and Sungard	Mon 2/8/16	Mon 2/8/16	
34		Project Meeting #2		Tue 2/16/16	Tue 2/23/16	
35		Meet with Data Ticket and City Staff	Data Ticket,City Staff	Tue 2/16/16	Tue 2/16/16	
36		Review Project Plan	Data Ticket,City Staff	Tue 2/16/16	Tue 2/16/16	
37		Confirm Entity Setup Regarding Depts, Entities	Data Ticket,City Staff	Tue 2/16/16	Tue 2/16/16	
38		Review Implementation Checklist	Data Ticket	Tue 2/16/16	Tue 2/16/16	
39		Handheld Units		Tue 2/16/16	Tue 2/23/16	
40		Agree on the Handheld Model and transmission processes	Data Ticket,City Staff	Wed 2/17/16	Mon 2/22/16	
41		Agree on Printer Model and Discuss Ticket Stock Layout	Data Ticket,City Staff	Wed 2/17/16	Tue 2/23/16	
42		Obtain Electronic Copy of Ball Schedule	Data Ticket,City Staff	Wed 2/17/16	Wed 2/17/16	

**Data Ticket, Inc.**  
 Newport Beach, CA  
 O: 949 752-6937; F: 949 752-6033

**City of Huntington Park**  
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 Parking Citation Processing Services

Data Ticket, Inc. 4600 Campus Drive, Suite 200 Newport Beach, CA 92660						
ID	Task Name	Resource Names	Start	Finish	nu	
43	Obtain Electronic Copy of Penalty Structure	Data Ticket, City Staff	Tue 2/16/16	Tue 2/16/16	1	
44	Obtain Electronic List of Officers	Data Ticket, City Staff	Tue 2/16/16	Tue 2/16/16		
45	Obtain Electronic List of Locations	Data Ticket, City Staff	Tue 2/16/16	Tue 2/16/16		
46	<b>Business Rules</b>		Tue 2/16/16	Wed 2/17/16		
47	Confirm Penalty Structure	Data Ticket, City Staff	Tue 2/16/16	Tue 2/16/16		
48	Confirm Noticing Timeline	Data Ticket, City Staff	Wed 2/17/16	Wed 2/17/16		
49	Confirm DMV Registration Hold / Release Timeline	Data Ticket, City Staff	Tue 2/16/16	Tue 2/16/16		
50	Determine FTB Participation	Data Ticket, City Staff	Tue 2/16/16	Tue 2/16/16		
51	Confirm Business Rules regarding special notices	Data Ticket, City Staff	Tue 2/16/16	Tue 2/16/16		
52	Confirm Grace Period	Data Ticket, City Staff	Tue 2/16/16	Tue 2/16/16		
53	Confirm NSF / Chargeback Processing	Data Ticket, City Staff	Tue 2/16/16	Tue 2/16/16		
54	<b>Adjudication Business Rules</b>		Wed 2/17/16	Tue 2/23/16		
55	Review Adjudication Processing Business Rules	Data Ticket, City Staff	Wed 2/17/16	Tue 2/23/16		
56	Confirm Noticing Timeline	Data Ticket, City Staff	Wed 2/17/16	Tue 2/23/16		
57	Confirm Pre-Set Comments for Adjudication	Data Ticket, City Staff	Wed 2/17/16	Tue 2/23/16		
58	<b>Customer Service Business Rules</b>		Wed 2/17/16	Tue 2/23/16		
59	Review Customer Service Business Rules	Data Ticket, City Staff	Wed 2/17/16	Tue 2/23/16		
60	Document Customer Service Business Rules	Data Ticket, City Staff	Wed 2/17/16	Tue 2/23/16		
61	Review and Generate Customer Service Business Rules	Data Ticket, City Staff	Wed 2/17/16	Tue 2/23/16		
62	<b>Accounting Business Rules</b>		Wed 2/17/16	Tue 2/23/16		
63	Confirm Daily Bank	Data Ticket, City Staff	Wed 2/17/16	Tue 2/23/16		
64	Order Bank Deposit Slips	Data Ticket, City Staff	Wed 2/17/16	Tue 2/23/16		
65	Order Endorsement Stamps	Data Ticket, City Staff	Wed 2/17/16	Tue 2/23/16		
66	Enter NSF / Chargeback Fees	Data Ticket, County Staff	Wed 2/17/16	Tue 2/23/16		
67	<b>System Users</b>		Thu 2/4/16	Wed 2/17/16		
68	Identify Users and access levels for Web Access	Data Ticket, City Staff	Thu 2/4/16	Wed 2/17/16		
69	<b>System Configuration</b>		Wed 2/24/16	Thu 3/10/16		
70	<b>Playground Setup*</b>		Wed 2/24/16	Mon 2/29/16		
71	Review Implementation Checklist Items from the City	Data Ticket	Wed 2/24/16	Mon 2/29/16		
72	Perform basic client setup	Data Ticket	Wed 2/24/16	Mon 2/29/16		
73	Load Electronic Copy of Ball Schedule	Data Ticket	Wed 2/24/16	Mon 2/29/16		
74	Load Electronic Copy of Penalty Structure	Data Ticket	Wed 2/24/16	Mon 2/29/16		
75	Load Electronic List of Officers	Data Ticket	Wed 2/24/16	Mon 2/29/16		
76	Load Pre-Set Comments for Adjudication	Data Ticket	Wed 2/24/16	Mon 2/29/16		
77	Load Notice Timing	Data Ticket	Wed 2/24/16	Mon 2/29/16		
78	Load NSF / Chargeback Fees	Data Ticket	Wed 2/24/16	Mon 2/29/16		
79	Load Locations	Data Ticket	Wed 2/24/16	Mon 2/29/16		
80	Load Billing Rules	Data Ticket	Wed 2/24/16	Mon 2/29/16		
81	<b>System User Setup</b>		Wed 2/24/16	Wed 3/2/16		
82	Provide Draft List of Users and Capabilities	Data Ticket	Wed 2/24/16	Wed 2/24/16		
83	Confirm Users and Capabilities	City Staff	Thu 2/25/16	Wed 3/2/16		
84	Provide usernames and password	Data Ticket	Thu 2/25/16	Wed 3/2/16		



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**City of Huntington Park**  
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 Parking Citation Processing Services

Data Ticket, Inc. 4600 Campus Drive, Suite 200 Newport Beach, CA 92660						
ID	Task Name	Resource Names	Start	Finish	nu	
85	Load Sample Data File in Playground		Thu 3/3/16	Thu 3/10/16	1	
86	Receive Sample Conversion File & work with Prior Vendor	Data Ticket	Thu 3/3/16	Mon 3/7/16		
87	Load Sample Data File into Playground	Data Ticket	Tue 3/8/16	Wed 3/9/16		
88	Communicate with City Staff that Sample Data is Ready to View	Data Ticket	Thu 3/10/16	Thu 3/10/16		
89	Sungard Implementation		Tue 2/16/16	Wed 4/20/16		
90	Design Sungard Implementation	Data Ticket, City Staff, and Sungard	Tue 2/16/16	Mon 3/7/16		
91	Build Sungard Implementation	Data Ticket, City Staff, and Sungard	Tue 3/8/16	Mon 3/21/16		
92	Test Sungard Implementation	Data Ticket, City Staff, and Sungard	Tue 3/22/16	Mon 4/11/16		
93	Debug / Test Sungard Implementation	Data Ticket, City Staff, and Sungard	Tue 4/12/16	Tue 4/19/16		
94	Signoff on Sungard Implementation	Data Ticket, City Staff, and Sungard	Wed 4/20/16	Wed 4/20/16		
95	Handheld Implementation		Wed 2/24/16	Tue 4/19/16		
96	Purchase, Lease or Rent of New Handhelds		Wed 2/24/16	Tue 4/19/16		
97	Handheld Implementation		Wed 2/24/16	Tue 3/8/16		
98	Schedule Handheld Training	Data Ticket, City Staff	Wed 2/24/16	Wed 2/24/16		
99	Order / Receive Handheld Units	Data Ticket	Wed 2/24/16	Tue 3/1/16		
100	Program Handhelds with City specific data	Data Ticket	Wed 3/2/16	Tue 3/8/16		
101	Program Printer to print based on Ticket Stock requirements defined with Crossroads	Data Ticket	Wed 3/2/16	Mon 3/7/16		
102	Purchase new Handheld Ticket Stock	Data Ticket	Wed 2/24/16	Wed 3/16/16		
103	Provide sample Ticket Stock	Data Ticket	Wed 2/24/16	Wed 2/24/16		
104	Review/Approve Citation layout/wording	City Staff	Thu 2/25/16	Wed 3/2/16		
105	Order / Receive Citations from Printer	Printer	Thu 3/3/16	Wed 3/16/16		
106	Crossroad Integration		Tue 3/8/16	Tue 4/19/16		
107	Provide handheld units to Crossroads for programming	Data Ticket, City Staff	Tue 3/8/16	Tue 3/8/16		
108	Allow time for Crossroad integration to occur	Crossroads	Wed 3/9/16	Tue 4/12/16		
109	Crossroads to provide Handheld back to DTI for Testing	Data Ticket	Wed 4/13/16	Tue 4/19/16		
110	Conversion		Thu 2/4/16	Mon 4/25/16		
111	Request / Acquire Data Files		Thu 2/11/16	Mon 4/25/16		
112	Send letter requesting conversion data & Allow Prior Vendor to Prepare Data Files	City Staff / Prior Vendor	Thu 2/11/16	Mon 4/25/16		
113	Receive Conversion Files	Data Ticket	Mon 4/25/16	Mon 4/25/16		
114	Confirm Data is Complete	Data Ticket	Mon 4/25/16	Mon 4/25/16		
115	Production Environment		Thu 2/4/16	Fri 2/5/16		
116	Load data into Production Environment by Year		Thu 2/4/16	Fri 2/5/16		
117	2016 & 2015 Data	Data Ticket	Thu 2/4/16	Thu 2/4/16		
118	2014 & 2013 Data	Data Ticket	Thu 2/4/16	Fri 2/5/16		
119	2012 & 2011 Data	Data Ticket	Thu 2/4/16	Fri 2/5/16		
120	Training		Fri 3/25/16	Thu 4/28/16		
121	System Training		Fri 3/25/16	Thu 4/28/16		
122	Perform Initial On-Site Training at City Location	Data Ticket, City Staff	Fri 3/25/16	Wed 3/30/16		
123	Perform Final On-Site Training at City Location	Data Ticket, City Staff	Wed 4/27/16	Thu 4/28/16		
124	Handheld Training		Wed 4/20/16	Thu 4/21/16		
125	Perform On-Site Training at City Locations	City Staff, Data Ticket	Wed 4/20/16	Thu 4/21/16		
126	GO LIVE		Mon 4/25/16	Mon 4/25/16		

## SECTION 5: SCHEDULE

Per the City's request, please see the attached "Attachment B" Fee Proposal Template.

<b>Parking Citation Processing Services Request for Proposals</b> December 4, 2015	
<b>Attachment B</b>  <b>Fee Proposal Template</b>	
<b>Date:</b>	01/27/2016
<b>Proposer's Name:</b>	Data Ticket, Inc.
<b>Proposer's Address:</b>	4800 Campus Drive Suite 200, Newport Beach, CA 92660

Service Description	Fee
1. Processing cost per electronic citation	\$0.40
2. Processing cost per manual citation	\$0.40
3. First notice including postage	\$0.72
4. Delinquent notice letter including postage	\$1.50 per letter
5. Other correspondence letters, partial payment letters, etc., - per issuance	\$0.72
6. Conversion cost per notice of parking violation transfer of records, if applicable	Included
7. On-line access per workstation - if applicable	Included
8. Payment processing, per payment - if applicable	Included
9. Credit card convenience fee	No charge to City
10. 1 <sup>st</sup> Level hearing hold placements - per instance	\$0.50/per citation
11. 2 <sup>nd</sup> Level hearing hold scheduling - per instance	\$0.50/per citation
12. Payment plan administrative fee - per instance	No charge to City
13. DMV hold placement - per instance	No charge to City
14. Out of state collections - per instance	23% of amount collected
15. FTB collections - per instance	15% of amount collected
16. 3 <sup>rd</sup> Party collection - per instance	28% of amount collected
17. Lease cost of ten (10) handheld ticket issuing devices	See attached
18. Handheld device maintenance cost - per unit	See attached
19. Handheld software	See attached
Other Applicable Costs (list below)	See attached
Ticket Stock & Envelopes	See attached
Adjudication Letters	See attached
Delinquent Collections	

City of Huntington Park
25

## **Pricing Description**

Please see our detailed pricing description below and on the following pages:

On the prior page, Data Ticket completed the City's Fee Proposal. On the following pages, we have provided the City with details regarding the fee proposal. **Many of the Services quoted are optional, however, if the City expects maximum revenue collection and compliance, the full service offered is highly recommended.**

### **Manual Parking Citation Processing: \$0.42**

#### ***Services for the above-mentioned items include:***

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

### **Electronic Parking Citation Processing: \$0.42**

#### ***Services for the above-mentioned items include:***

- Automated citation transmission into Data Ticket's Citation Management Solution 24/7
- Automated confirmation email detailing successfully transmitted citations
- Automated transmission of photos attached to citations

### **Courtesy Notice: \$0.72**

#### ***Services for the above-mentioned item include:***

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper and provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1<sup>st</sup> Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- This cost will increase as the US Postal Service increases the 1<sup>st</sup> Class postage rate
- This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual.

### **Out-of-State Collections: 23% of revenue collected**

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs; should the Agency have an assigned ORI, Data Ticket will request usage of the ORI for reference/audit purposes only. Data Ticket utilizes its own ORI for transactional purposes
- This fee is not combined with any other contingency fee. For example if a citation is rolled to a delinquent status, only 28% of revenue collected will be charged
- If Data Ticket does not collect on a citation that is issued to an out of state plate, the Agency does not owe this fee.



### **OPTION:**

The City has the option of either utilizing our Delinquent Collections OR the City can elect to continue to send notices as it does today. We are providing this option because the City's collection rates are simply not where they should be. We believe this is because of the current approach utilized. Our clients that utilize Delinquent Collections maintain, on average a 93% Collection rate whereas the City currently sits at a 77% maximum. The Delinquent Collections defined below are contingency based. If we do not collect, the City does not pay.

#### **Delinquent Collections:**

**23% of revenue collected**

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason or when a 2<sup>nd</sup> notice is sent if sooner than 90 days.
- As part of this process three Delinquent Notices will be sent to the registered owner
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee
- Notices will be sent via 1<sup>st</sup> Class Mail, and Data Ticket will be responsible for the cost incurred

**OR**

#### **Delinquent Notice Letters, Including Postage**

**\$1.50 per letter**

#### **Franchise Tax Board Processing**

##### **SSN Look-up**

**\$2.50 per SSN**

- This fee will be assessed to lookup a social security number associated with a particular registered owner and address
- This charge is charged per unique SSN, not per citation

#### **FTB Collections**

**15% of revenue collected**

- This fee is charged if a citation is paid at the Franchise Tax Board
- This charge is not combined with any other charge; for example if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1<sup>st</sup> Class Mail
- All notices are attached to the citation online and are viewable via the web
- Data Ticket will pay for the Agency's cost to participate in the FTB program; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1<sup>st</sup> Class Mail

**Credit Reporting Collections Legal Action Not Required 28% of revenue collected**

- This fee is charged if a citation is paid at Advanced Credit Reporting Collections
- This charge is not combined with any other charge; for example if a citation is rolled to delinquent status and paid at Advanced Collections, only the 30% of revenue collected will be charged

**Adjudication:  
(OPTIONAL)**

**1<sup>st</sup> Level Review Hold & Scanning of Review Request \$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution so it is displayed on the web for the Agency's Staff
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal

**(OPTIONAL)**

**1<sup>st</sup> Level Review Disposition \$1.00 per citation**

- Data Ticket will review all documentation received by the Appellant and render a disposition
- The disposition will be available online for the Agency's Staff to review

**1<sup>st</sup> Level Review Disposition Letters \$0.75 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1<sup>st</sup> Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday - Friday

**(OPTIONAL)**

**2<sup>nd</sup> Level Hearing Hold, Scanning and Scheduling of Hearing \$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution so that it is displayed on the web for the Agency's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency's schedule

**(OPTIONAL)**

**2<sup>nd</sup> Level Hearing Disposition \$85.00 per hour**



**Data Ticket, Inc.**  
Newport Beach, CA  
O: 949 752-6937; F: 949 752-6033

**City of Huntington Park**  
Request for Proposals  
Parking Citation Processing Services

- Data Ticket's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read, and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket
- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at a Agency location or the Agency may elect to have citations heard at a centralized location within the County

**2<sup>nd</sup> Level Hearing Schedule & Disposition Letters** **\$0.75 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1<sup>st</sup> Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday - Friday

**(OPTIONAL)**

**Joint / Escrow Banking Services**

**\$100.00 per month**

***Services for the above-mentioned item include:***

- Daily deposits of funds to the Agency's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year

**Charge-backs and NSF's**

**\$5.00 per issued instance**

- Data Ticket will process credit card charge-backs and NSF's when notified of each occurrence
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

**(OPTIONAL)**

**Refunds**

**\$5.00 per issued instance**

- Data Ticket will process refunds when notified of each need
- In the event the utilizes Joint Banking Data Ticket will verify, generate and send each refund due
- Refunds will be issued weekly
- Refunds will be sent via 1<sup>st</sup> Class Mail

**Online Access for the City's Citizens and Visitors:**

**Included**

The City's Citizens and Visitors will have the ability to perform the following functions online:

**Data Ticket, Inc.**  
Newport Beach, CA  
O: 949 752-6937; F: 949 752-6033

**City of Huntington Park**  
Request for Proposals  
Parking Citation Processing Services

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a 1<sup>st</sup> Level Administrative Review and attach up to three documents supporting their position
- Request a 2<sup>nd</sup> Level Administrative Hearing Request and attach up to three documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

### **Online Access for the City's Staff:**

**Included**

Access to the City's data is based on unique usernames and passwords assigned to each individual who requires access to the system. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system so that the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF's and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2<sup>nd</sup> Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

### **Reporting:**

**Included**

- Data Ticket offers 23 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.

- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

**Manual Payment Processing:**

**Included**

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

**Registered Owner Information:**

**Included**

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is same day
- Registered owner information for all citations issued on out of state license plates
- Data Ticket is a recognized Strategic Partner with NLETs and has access to registered owner information nationwide through the NLETs service
- Access to this system requires the use of the City's ORI for tracking purposes only; Data Ticket will utilize its own ORI for actually acquiring the out of state data
- Turnaround time for acquisition of out of state registered owner information using NLETs is same day

**CA DMV Holds and Releases:**

**Included**

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made

**Customer Service:**

**Included**

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review.
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

**Web Presence:**

**Included**

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com); this is a generic website in the sense that it is not

Agency branded. This website allows for the Agency and the Agency's Patrons to access citations online

- If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.

**Conversion:**

**Included**

- Data Ticket will convert the citations currently with the Agency's existing vendor at no cost to the Agency
- Citations that have not had a payment and do not have a registered owner will immediately be sent to the appropriate DMV so as to obtain a registered owner

**Credit / Debit Card Processing**

**\$3.50 per transaction**

- Data Ticket is PCI Compliant and provides for the ability to pay via Visa, MasterCard, Discover, and American Express on our website, [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com), via our toll-free, bi-lingual Customer Service Representatives, and via our toll-free, bi-lingual IVR Solution
- There is no charge to the Agency for credit / debit card processing; however, the Patron is charged \$3.50 per transaction; this means the Patron can pay for a single or many citations at once and incur a single \$3.50 fee

**Payment Plan Processing**

**\$15.00 per transaction**

- An administrative fee will be assessed to Patrons who wish to participate in a payment plan
- The administrative fee will be added to the Agency's invoice and once the 1<sup>st</sup> payment plan installment is paid by the Patron, the administrative fee will be the Agency's revenue
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan
- The Agency will have the ability to determine whether Payment Plans are accepted and, if so, what the parameters for payment will be

**Credit Card Chargeback Processing**

**\$30.00 per transaction**

- If a chargeback occurs, a fee will be charged to the Patron for the processing of the chargeback
- No fee will be charged to the Agency

**Cost Increases:**

**Postal Rate Increase Offset** – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

**CPI Increases** – There will be NO CPI increases for the duration of the agreement.

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Parking Citation Processing Services

### **Handheld Ticket Writers and Printers**

Data Ticket has proposed 3 Motorola options that meet the City's requirement of integrating Crossroad's software and Data Ticket's software on a single handheld ticket writer. After review of these options and the required peripherals, we would be happy to provide the most advantageous pricing available.

In addition, at that time we would provide pricing on the ticket stock and envelopes.



115126674 0679-1

C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

## OFFICIAL COURTESY NOTICE UNPAID PARKING CITATION(S)

DTI0318A AUTO MIXED AADC 926  
7000001448 00.0008.0077 1448/1



### Vehicle Information

Plate/VIN: [REDACTED]  
State: CA  
Make: JEEP

**NOTICE DATE:** 03/19/14

**AMOUNT DUE:** \$39.00

### IMPORTANT

1. Send check or money order. **NO CASH.** US funds only.
2. Print citation number on your payment.
3. To ensure proper credit, return the bottom portion of this notice with your payment.
4. Failure to respond will result in the loss of your right to appeal.

**IF YOU RECEIVED THIS NOTICE IN ERROR -- SEE THE REVERSE SIDE**

Our records indicate parking citation(s) were issued to this vehicle. No response to the original parking citation(s) has been received or your response was incomplete. As the registered owner or lessee at the time the vehicle was cited, you are responsible for responding to this notice. Your options are as follows:

- 1) Pay the parking citation indicated below online at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) OR by mail at the address indicated below OR by telephone at 1-800-989-2058
- 2) File an affidavit of non-liability (see reverse)
- 3) Appeal the parking citation

Your payment or appeal must be received no later than 14 days from the DATE OF THIS NOTICE. To submit an appeal, provide a written explanation online at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or send by mail to: The Issuing Agency, C/O Citation Processing Center, P.O. Box 11024, Newport Beach, CA 92658-5016. **THE DMV MAY WITHHOLD RENEWAL OF YOUR VEHICLE REGISTRATION IF YOU FAIL TO RESPOND!** Vehicles with 5 or more citations may be impounded or immobilized pursuant to California Vehicle Code Sections 22651(i)(1) and 22651.7. For additional information please visit [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or call 1-800-989-2058 and review the back of this notice.

Citation Number	Date Issued	Description of Violation	Location	Amount
[REDACTED]	02/24/14	20-81b, Parking prohibited in no parking zone, 3:45 PM	1017 SANBORN RD	\$39.00

(If paid, return copy (Front & Back) of canceled check, money order, or receipt)  
Please return this portion with your payment -- Use the enclosed envelope (0679)

Notice Date	Notice Number	Plate/VIN	State	Make
03/19/14	[REDACTED]	[REDACTED]	CA	JEEP

0 1 1 5 1 2 6 6 7 4

<b>TOTAL DUE NOW</b>	\$39.00
<b>DUE AFTER 04/02/14</b>	\$45.00
<b>DUE AFTER 04/16/14</b>	\$56.00

A convenience fee may be applied

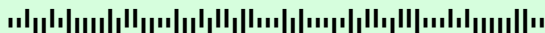
0679-1

**DO NOT SEND CASH. WRITE CITATION # ON PMT**  
MAKE CHECK OR MONEY ORDER PAYABLE TO:

☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Number \_\_\_\_\_ Exp. \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_



C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

02/24/14 205002170

39.00

Payments

You may make payment by going to: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or by sending your payment to the address listed on the front of this notice. If you make payment by mail, enclose the lower portion of this notice and **WRITE THE CITATION NUMBER ON YOUR CHECK AND ON THE ENVELOPE**. Make check, money order, or cashiers check **PAYABLE TO THE ISSUING AGENCY. DO NOT SEND CASH**. Please refer to the front of this notice for other payment options. Payments must be **RECEIVED BY** the date indicated on the front of this notice. **THE POSTMARK DATE WILL NOT PREVENT PENALTIES** from being added.

Already Paid

If you are the recipient of this notice and you have already made a payment it is possible your payment was received late and you owe a penalty. Please contact the Citation Processing Center at 800-989-2058 or via the web at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) for more information.

Wish to Appeal the Citation

You may appeal the violation(s) associated with this notice online at: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or you may appeal by mail by submitting a copy of the citation and an explanation of any extenuating circumstances and/or why you believe this violation(s) was issued in error. Appeals sent via mail must be **RECEIVED WITHIN 14 DAYS OF THE MAILING DATE OF THIS NOTICE**. **Those appeals received after 14 days of the mailing date will not be accepted**. You may submit photographs or other documents to support your position. These documents will not be returned to you. Please type or print clearly. You may use the enclosed envelope to submit your appeal to the address on the front of this notice.

Not Liable

You have been charged with the violation(s) listed on the reverse side because California Vehicle Code creates the presumption that the registered owner of an illegally parked vehicle has committed the violation(s) and Department of Motor Vehicles records indicated that you were the registered owner of the vehicle on the date of said violation(s). **IF, ON THE DATE OF THESE VIOLATION(S) YOU WERE NOT THE OWNER**, or the vehicle was in possession of another party pursuant to a rental or lease agreement, you must complete the AFFIDAVIT OF NON-LIABILITY below. When accompanied with evidence supporting the affidavit, you may relieve yourself of liability for these violations. Both the **AFFIDAVIT AND SUPPORTING DOCUMENTATION ARE REQUIRED**. Do not send original documentation, it will not be returned.

Registration or Equipment Violation(s)

Violations of California Vehicle Code (CVC) Sections 4000a, 5200, 5202 and 5204 require vehicle inspection and evidence of violation correction. Evidence of correction may be obtained at any Law Enforcement Agency during regular business hours. The penalty amount on these violations will be reduced to a proof of correction fee of \$10.00 when the **CERTIFICATE OF CORRECTION IS COMPLETED AND RECEIVED ON OR BEFORE THE DUE DATE ON THE REVERSE SIDE OF THIS NOTICE. \$10.00 IS DUE FOR EACH VIOLATION AND MUST BE RETURNED WITH THE COMPLETED CERTIFICATE OF CORRECTION BELOW**.

INCOMPLETE INFORMATION WILL NOT BE ACCEPTED OR ACKNOWLEDGED

AFFIDAVIT OF NON-LIABILITY

A defense against the parking violation set forth in this notice is appropriate, because on the day and time of the citation issuance (check only one).

- ☐ The vehicle had been sold to someone else prior to the citation issue date.  
(A completed copy of the bill of Sale and/or Certified Release of Liability is required. Complete the information below.)
- ☐ On the date the citation was issued, the vehicle was leased or rented to someone else under a written agreement.  
(A copy of the contract is required)

Date Sale, Purchase or Lease/Rental was executed: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct

X

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
DATE

CERTIFICATE OF CORRECTION				
THIS MUST BE RETURNED WITH A \$10.00 PROOF OF CORRECTION FEE FOR EACH VIOLATION				
SECTIONS VIOLATED	OFFICER'S SIGNATURE	ID NUMBER	AGENCY	DATE





117328656 0680-2

C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

## OFFICIAL NOTICE OF DELINQUENT PARKING CITATION(S)

DTR0527B AUTO ALL FOR AADC 950  
7000003465 00.0015.0026 3465/1



### Vehicle Information

Plate/VIN: [REDACTED]  
State: CA  
Make: JEEP

**NOTICE DATE:** 05/28/14

**AMOUNT DUE:** \$56.00

### IMPORTANT

1. Send check or money order. **NO CASH.** US funds only.
2. Print citation number on your payment.
3. To ensure proper credit, return the bottom portion of this notice with your payment.

### IF YOU RECEIVED THIS NOTICE IN ERROR -- SEE THE REVERSE SIDE

Our records indicate that parking citation(s) were issued to this vehicle and that you have previously failed to respond to requests for payment or your response was incomplete. As a result, your vehicle may have been placed on lien with the Department of Motor Vehicles. As the registered owner or lessee at the time this vehicle was cited, you are responsible for responding to this notice immediately.

Failure on your part to either submit certified proof of non-ownership from the Department of Motor Vehicles, or submit a payment within fifteen 15 days from the date of this notice may necessitate further action such as, but not limited to:

- 1) Vehicle Impoundment
- 2) Notification to Credit Reporting Agencies.

Read the back of this notice for more information. If you need further assistance or to pay, go to:  
[www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or call 1-800-969-6158.

If you are the recipient of this notice and you have already made a payment it is possible your payment was received late and you owe a penalty. Please contact the Citation Processing Center at 1-800-969-6158 or via the web at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) for more information.

Citation Number	Date Issued	Description of Violation	Location	Amount
[REDACTED]	02/24/14	20-81b, Parking prohibited in no parking zone, 3:45 PM	1017 SANBORN RD	\$56.00

(If paid, return copy (Front & Back) of canceled check, money order, or receipt)  
Please return this portion with your payment -- Use the enclosed envelope (0680)

Notice Date	Notice Number	Plate/VIN	State	Make
[REDACTED]	[REDACTED]	[REDACTED]	CA	JEEP

**TOTAL DUE NOW**

**\$56.00**



A convenience fee may be applied

0680-2

**DO NOT SEND CASH. WRITE CITATION # ON PMT**  
MAKE CHECK OR MONEY ORDER PAYABLE TO:

☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Number \_\_\_\_\_ Exp. \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_



C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

02/24/14 205002170

56.00



PROOF OF NON-LIABILITY

You are charged with the violation(s) listed on the reverse side because the records of the Department of Motor Vehicles indicate that the vehicle listed on the citation was registered to you on the date the citation was issued. The law presumes that the registered owner is the person who committed the violation(s). If you were not the person who committed the violation(s), you may take certain actions to relieve yourself of liability. Your claim of non-liability must be based upon completion and return of the Declaration of Non-Liability set forth below.

**DECLARATION OF NON-LIABILITY**

INSTRUCTIONS: This declaration must be completed, dated, signed, and returned. You may use the provided envelope for this purpose. The undersigned declares that at the time the citation was issued to the vehicle listed on the reverse side, the vehicle (check only one):

- |   |  |
|---|--|
| <input type="checkbox"/> 1) Had been transferred to the party identified below (provide proof such as Bill of Sale or Certified Release of Liability).  | <input type="checkbox"/> 3) Was not yet transferred to me and then owned by the party identified below.                                    |
| <input type="checkbox"/> 2) Was in the possession of another party pursuant to a lease or rental agreement. Proof of such an agreement must be submitted within fifteen (15) days of this notice. | <input type="checkbox"/> 4) Violation was previously paid as evidenced by copy of cancelled check, money order or receipt, front and back. |

NAME AND ADDRESS OF RESPONSIBLE PARTY IS: **(PLEASE PRINT AND SIGN BELOW)**

NAME \_\_\_\_\_ DATE SALE, PURCHASE, OR LEASE/RENTAL WAS EXECUTED: \_\_\_\_\_  
STREET \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

**INCOMPLETE INFORMATION WILL NOT BE ACCEPTED OR ACKNOWLEDGED.**

**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.**

Signature \_\_\_\_\_ Date \_\_\_\_\_



119835331 0680-3

C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

## OFFICIAL NOTICE OF DELINQUENT PARKING CITATION(S)

DTR0627B AUTO MIXED AADC 926  
7000003570 00.0014.0055 3570/1



### Vehicle Information

Plate/VIN: [REDACTED]  
State: CA  
Make: JEEP

**NOTICE DATE:** 06/30/14

**AMOUNT DUE:** \$56.00

### IMPORTANT

1. Send check or money order. **NO CASH.** US funds only.
2. Print citation number on your payment.
3. To ensure proper credit, return the bottom portion of this notice with your payment.

### IF YOU RECEIVED THIS NOTICE IN ERROR -- SEE THE REVERSE SIDE

Our records indicate that you have previously failed to respond to requests for payment or your response was incomplete. As a result, your vehicle may have been placed on lien with the Department of Motor Vehicles. It is necessary that you either submit certified proof of non-ownership from the Department of Motor Vehicles, or submit payment within fifteen 15 days to prevent further action such as, but not limited to:

- 1) Vehicle Impoundment
- 2) Notification to the State Franchise Tax Board
- 3) Notification to Credit Reporting Agencies

Please pay the indicated amount within fifteen 15 days of receipt of this notice to avoid further action. Read the back of this notice for more information. If you need further assistance or to pay, go to: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or call 1-800-969-6158.

If you are the recipient of this notice and you have already made a payment it is possible your payment was received late and you owe a penalty. Please contact the Citation Processing Center at 1-800-969-6158 or via the web at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) for more information.

Citation #	Date & Time Issued	Description of Violation	Location	Amount
[REDACTED]	02/24/2014 03:45 PM	20-81b, Parking prohibited in no parking zone	1017 SANBORN RD	\$56.00

(If paid, return copy (Front & Back) of canceled check, money order, or receipt)  
Please return this portion with your payment -- Use the enclosed envelope (0680-1)

Notice Date	Notice Number	Plate/VIN	State	Make
06/30/14	[REDACTED]	[REDACTED]	CA	JEEP
TOTAL DUE NOW				\$56.00



A convenience fee may be applied

0680-3

**DO NOT SEND CASH. WRITE CITATION # ON PMT**  
MAKE CHECK OR MONEY ORDER PAYABLE TO:

☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Number \_\_\_\_\_ Exp. \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_



C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

PROOF OF NON-LIABILITY

You are charged with the violation(s) listed on the reverse side because the records of the Department of Motor Vehicles indicate that the vehicle listed on the citation was registered to you on the date the citation was issued. The law presumes that the registered owner is the person who committed the violation(s). If you were not the person who committed the violation(s), you may take certain actions to relieve yourself of liability. Your claim of non-liability must be based upon completion and return of the Declaration of Non-Liability set forth below.

**DECLARATION OF NON-LIABILITY**

INSTRUCTIONS: This declaration must be completed, dated, signed, and returned. You may use the provided envelope for this purpose. The undersigned declares that at the time the citation was issued to the vehicle listed on the reverse side, the vehicle (check only one):

- |   |  |
|---|--|
| <input type="checkbox"/> 1) Had been transferred to the party identified below (provide proof such as Bill of Sale or Certified Release of Liability).  | <input type="checkbox"/> 3) Was not yet transferred to me and then owned by the party identified below.                                    |
| <input type="checkbox"/> 2) Was in the possession of another party pursuant to a lease or rental agreement. Proof of such an agreement must be submitted within fifteen (15) days of this notice. | <input type="checkbox"/> 4) Violation was previously paid as evidenced by copy of cancelled check, money order or receipt, front and back. |

NAME AND ADDRESS OF RESPONSIBLE PARTY IS: **(PLEASE PRINT AND SIGN BELOW)**

NAME \_\_\_\_\_ DATE SALE, PURCHASE, OR LEASE/RENTAL WAS EXECUTED: \_\_\_\_\_  
STREET \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

**INCOMPLETE INFORMATION WILL NOT BE ACCEPTED OR ACKNOWLEDGED.**

**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.**

Signature \_\_\_\_\_ Date \_\_\_\_\_



120137815

0680-4

C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

## OFFICIAL NOTICE OF DELINQUENT PARKING CITATION(S)

DTR0730C AUTO MIXED AADC 926  
7000002878 00.0013.0081 2878/1



### Vehicle Information

Plate/VIN:

State:

Make:

CA

JEEP

NOTICE DATE:

07/31/14

AMOUNT DUE:

\$56.00

### IMPORTANT

1. Send check or money order. **NO CASH.** US funds only.
2. Print citation number on your payment.
3. To ensure proper credit, return the bottom portion of this notice with your payment.

### IF YOU RECEIVED THIS NOTICE IN ERROR -- SEE THE REVERSE SIDE

You have FAILED to respond to requests for PAYMENT OF PARKING VIOLATIONS or your response was incomplete. The Agency has legal authority to collect this debt and it is your responsibility to pay. Your IMMEDIATE PAYMENT WILL AVOID FURTHER CONFRONTATION AND ACTION AGAINST YOU, such as, but not limited to:

- 1) Vehicle Impoundment
- 2) Credit Agencies Reporting
- 3) California or out-of-state vehicle registration restrictions
- 4) Court Action
- 5) Asset Seizure
- 6) Tax Refund Attachment
- 7) Wage Garnishment

If you need further assistance or to pay, go to: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or call 1-800-969-6158.

If you are the recipient of this notice and you have already made a payment it is possible your payment was received late and you owe a penalty. Please contact the Citation Processing Center at 1-800-969-6158 or via the web at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) for more information.

Citation #	Date & Time Issued	Description of Violation	Location	Amount
[REDACTED]	02/24/2014 03:45 PM	20-81b, Parking prohibited in no parking zone	1017 SANBORN RD	\$56.00

(If paid, return copy (Front & Back) of canceled check, money order, or receipt)  
Please return this portion with your payment -- Use the enclosed envelope (0680-1)

Notice Date	Notice Number	Plate/VIN	State	Make
07/31/14	[REDACTED]	[REDACTED]	CA	JEEP
TOTAL DUE NOW				\$56.00



A convenience fee may be applied

0680-4

DO NOT SEND CASH. WRITE CITATION # ON PMT  
MAKE CHECK OR MONEY ORDER PAYABLE TO:

☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Number \_\_\_\_\_ Exp. \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_



C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

PROOF OF NON-LIABILITY

You are charged with the violation(s) listed on the reverse side because the records of the Department of Motor Vehicles indicate that the vehicle listed on the citation was registered to you on the date the citation was issued. The law presumes that the registered owner is the person who committed the violation(s). If you were not the person who committed the violation(s), you may take certain actions to relieve yourself of liability. Your claim of non-liability must be based upon completion and return of the Declaration of Non-Liability set forth below.

**DECLARATION OF NON-LIABILITY**

INSTRUCTIONS: This declaration must be completed, dated, signed, and returned. You may use the provided envelope for this purpose. The undersigned declares that at the time the citation was issued to the vehicle listed on the reverse side, the vehicle (check only one):

- |   |  |
|---|--|
| <input type="checkbox"/> 1) Had been transferred to the party identified below (provide proof such as Bill of Sale or Certified Release of Liability).  | <input type="checkbox"/> 3) Was not yet transferred to me and then owned by the party identified below.                                    |
| <input type="checkbox"/> 2) Was in the possession of another party pursuant to a lease or rental agreement. Proof of such an agreement must be submitted within fifteen (15) days of this notice. | <input type="checkbox"/> 4) Violation was previously paid as evidenced by copy of cancelled check, money order or receipt, front and back. |

NAME AND ADDRESS OF RESPONSIBLE PARTY IS: **(PLEASE PRINT AND SIGN BELOW)**

NAME \_\_\_\_\_ DATE SALE, PURCHASE, OR LEASE/RENTAL WAS EXECUTED: \_\_\_\_\_  
STREET \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

**INCOMPLETE INFORMATION WILL NOT BE ACCEPTED OR ACKNOWLEDGED.**

**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

OFFICIAL CITATION CORRESPONDENCE  
CITATION PROCESS CENTER  
P.O. BOX 2730  
HUNTINGTON BEACH, CA 92647-2730

Raizell Caballero

### ADMINISTRATIVE HEARING NOTIFICATION

**To:** Raizell Caballero  
[Redacted]  
**From:** Citation Processing Center  
P. O. Box 2730  
Huntington Beach, CA 92647-2730  
**Send Date:** 4/2/2015  
**Subject::** Citation # CRC060005092; Agency: [Redacted]  
Pay: DATE: 03/27/15 AMOUNT: \$33.00 PAYMENT # XXXX-XXXX-XXXX-  
ojom;

=====

The In-Person Administrative Hearing you requested concerning the above-referenced citation has been scheduled for the date and time indicated below:

**Location:** American River College  
Room: CAMPUS POLICE  
4700 College Oak Drive  
Sacramento, CA, 95841

**Hearing Date:** 5/15/2015      **Hearing Time:** 10:00AM  
=====

It is essential that you report for your scheduled hearing on time. Failure to appear will result in your appeal being denied and forfeiture of your bail amount. If you are unable to appear, you may mail your request to reschedule your Administrative Hearing by **04/15/15**.

If you have previously rescheduled an Administrative Hearing for this citation you may **not** reschedule a second time.

**Comments:**

**ADMINISTRATIVE HEARING NOTIFICATION**

**To:** Raizell Caballero

**From:** Citation Processing Center  
P. O. Box 2730  
Huntington Beach, CA 92647-2730

**Send Date:** 4/2/2015

**Subject:** Citation # CRC060005092; Agency:   
Pay: DATE: 03/27/15 AMOUNT: \$33.00 PAYMENT # XXXX-XXXX-XXXX-  
ojom;

=====  
**Comments:**

=====  
**Judgment:**

**Dismissed** \_\_\_\_\_ **Refund \$** \_\_\_\_\_ **Upheld** \_\_\_\_\_ **Reduced** \_\_\_\_\_

COMPLETED DATE: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_





120336577 0680-5

C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

## OFFICIAL TAX OFFSET NOTICE PARKING CITATION(S)

DTR0902A ALL FOR AADC 950  
7000005969 00.0025.0025 5969/1



### Vehicle Information

Plate/VIN: [REDACTED]  
State: CA  
Make: JEEP

**NOTICE DATE:** 09/03/14

**AMOUNT DUE:** \$56.00

### IMPORTANT

1. Send check or money order. **NO CASH.** US funds only.
2. Print citation number on your payment.
3. To ensure proper credit, return the bottom portion of this notice with your payment.

Our records show that you have a delinquent debt due to the Agency. You have 30 days to voluntarily pay this amount before we submit your account to the Franchise Tax Board (FTB) for interagency intercept collections. FTB operates an intercept program in conjunction with the State Controller's Office, collecting delinquent liabilities individuals owe to state and local agencies and colleges. FTB intercepts tax refunds, unclaimed property (UPD) claims and lottery winnings owed to individuals.

FTB redirects these funds to pay the individual's debts to the agencies/colleges (California Government Code Sections 12419.2, 12419.7, 12419.8, 12419.9, 12419.10, 12419.11 and 12419.12).

If you have questions or do not believe you owe this debt, contact us within 30 days from the date of this letter. A representative will review your questions or objections. If you do not contact us within that time, or if you do not provide sufficient objections, we will proceed with intercept collections.

If you are the recipient of this notice and you have already made a payment it is possible your payment was received late and you owe a penalty. Please contact the Citation Processing Center at 1-800-969-6158 or via the web at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) for more information.

Citation #	Date & Time Issued	Description of Violation	Location	Amount
[REDACTED]	02/24/2014 03:45 PM	20-81b, Parking prohibited in no parking zone	1017 SANBORN RD	\$56.00

(If paid, return copy (Front & Back) of canceled check, money order, or receipt)  
Please return this portion with your payment -- Use the enclosed envelope (0680-1)

Notice Date	Notice Number	Plate/VIN	State	Make
09/03/14	[REDACTED]	[REDACTED]	CA	JEEP
TOTAL DUE NOW				\$56.00



A convenience fee may be applied

0680-5

**DO NOT SEND CASH. WRITE CITATION # ON PMT**  
MAKE CHECK OR MONEY ORDER PAYABLE TO:

☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Number \_\_\_\_\_ Exp. \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_



C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

Parking Citation Section  
P.O. Box 22766

**IN PERSON**  
**ADMINISTRATIVE HEARING**

DTH0701A  
4000000001 1/1



VOZIKES, NICHOLAS  
2611 E BROADWAY 201

**Mailing Date:**  
**Balance Due:** \$0.00  
**Amount Paid:** \$0.00

Citation #	Citation Date	License	Violation
639736473	4/30/2014		V21113.A;PARKING ON CITY PROP

Thank you for your recent request for an Administrative Hearing. As indicated below, your hearing request has been accepted and you are scheduled for an in-person Administrative Hearing for the above-referenced citation.

Location: Police Department  
400 W. Broadway

Hearing Date: 7/18/2014  
Hearing Time: 3:40PM

**IT IS ESSENTIAL THAT YOU APPEAR ON TIME AS FAILURE TO DO SO MAY RESULT IN A FORFEITURE OF YOUR BAIL AMOUNT AND YOUR APPEAL BEING DENIED.**

If you are unable to appear in-person at the designated time, please see the reverse side for reschedule request instructions. If you have previously rescheduled a hearing for the above-referenced citation, your reschedule request will NOT be accepted.

If you have any questions, please contact the City of Long Beach at (562) 570-6822.

## Hearing Reschedule Request Received By:

If you would like to submit a reschedule request, please mail a written request indicating the citation number, hearing date, time and location to the following address.

Parking Citation Section

Please be advised of the following:

- The Parking Hearing Officer will consider for disposition only those citations that have been prepared for hearing.
- You MUST indicate if you are the registered owner of the vehicle.
- You should explain why you are contesting the citation(s).
- The original or true copy of the citation containing all material information is is prima facie evidence that the violation occurred. The issuing officer will not be required to appear at the hearing.
- You have the obligation to prove that the evidence shows the fact sought to be proved is more probable than not and that the citation in question was not validly issued. Such evidence may include but is not limited to records, documents, and witness testimony.
- The results of the hearing will be mailed to you at the address on record.
- You have the right to appeal the final determination of the Parking Hearing Officer within (30) thirty days of the final decision mailing date.

I have read the above and understand as well as acknowledge my rights and responsibilities.

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

C/O Citation Processing Center  
P.O. Box 11024  
Newport Beach, CA 92658

**RESULT OF**  
**ADMINISTRATIVE HEARING**

**Mailing Date:**

3/12/2015

DTA0311A  
4000000013 13/1



DEREK AND JILL HOOPER



**Results:**

Citation #	Citation Date	License	Violation	Disposition
FLC070002180	10/29/2014		21113A-3A.1 :NO VALID PERMIT	Dismissed

**Adjudication Comments:**

Thank you for your recent request for an Administrative Hearing.

The Hearing Examiner has conducted a Hearing and the circumstances regarding the issuance of your citation have been carefully reviewed and considered and the results are shown below.

Cite dismissed. Photos taken by officer show the permit displayed but partially obscured by the window tint.. A refund will be processed.

If you have paid the original bail on a citation(s) that has been dismissed, a refund is due and will be provided via US Mail within 2-4 weeks of the Mail Date of this letter.

Thank you,

Signature of Hearing Examiner

C/O Citation Processing Center  
P.O. Box 11024  
Newport Beach, CA 92658

**RESULT OF**  
**ADMINISTRATIVE HEARING**

DTA0225A AUTO ALL FOR AADC 956  
7000000014 00.0002.0001 14/1



BRAHM SYDNEY

**Mailing Date:** 2/26/2015

**Balance Due:** \$74.00

**Results:**

Citation #	Citation Date	License	Violation	Disposition
SCC030004812	9/8/2014		21113A.4A.1 :PARK OVER BOUNDARY LINES	Upheld

**Adjudication Comments:**

Thank you for your recent request for an Administrative Hearing. The Hearing Examiner has conducted a Hearing and the circumstances regarding the issuance of your citation have been carefully reviewed and considered and the results are shown below.

It has been determined that the action of the Officer was appropriate and the circumstances presented failed to establish sufficient cause for the dismissal of this citation. This decision is final. If you wish to appeal further, please follow the instructions on the back of this page.

If this letter shows a balance due above, and you have not submitted payment, please submit payment in full at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or submit payment to the following address:

OFFICE OF THE HEARING OFFICER  
P O BOX 8046  
NEWPORT BEACH, CA 92658

Hearing Examiner's Comments:

The citation is upheld. Images show vehicle was parked on the space marking.

It is your responsibility to know and abide by the laws pertaining to motor vehicles and to locate legal parking. Parking for any length of time, where it is prohibited, is illegal. Drivers are required to look for signs when parking, just as they are required to notice and understand signs when they drive.

**THANK YOU FOR YOUR COOPERATION.**

Signature of Hearing Examiner

NAME OF CONTESTANT: STREET ADDRESS: MAILING ADDRESS: TELEPHONE NUMBER:	<b>FOR COURT USE ONLY</b>	
COURT: Superior Court of California <span style="border: 1px solid red; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span> (916) 875-7800 Attn: Parking Appeals, <span style="border: 1px solid red; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>		
NAME OF PROCESSING AGENCY: ADDRESS: TELEPHONE NUMBER		
<b>NOTICE OF APPEAL - PARKING</b>		<b>COURT CASE NUMBER:</b>
<p>The contestant in the above-entitled action hereby appeals to the Court identified above from the final Administrative Decision on parking citation no. <u>SCC030004812</u> which was originally issued by the above agency on <u>9/8/2014</u></p> <p>♦ <b>The hearing was:</b> <input type="checkbox"/> Personal Conference  <input type="checkbox"/> Decision rendered by mail.</p> <p>♦ <b>Date of Final Administrative Decision:</b> _____ (a copy of final decision must be attached)</p> <p>♦ <b>Final Administrative Decision was:</b> <input type="checkbox"/> Personally delivered _____ (Date)  <input type="checkbox"/> Mailed _____ (Date)</p> <p>Dated: _____  <div style="text-align: right;">(Signature of Contestant)</div> </p>		

#### NOTICE TO CONTESTANT

The **Notice of Appeal** must be filed within **30 days** after **personal delivery** (The appeal will NOT be accepted if mailed) or within **35 days** after mailing (Code Civ. Proc., 1013) of the processing agency's final decision to the contestant. **A SEPARATE APPEAL IS REQUIRED FOR EACH CITATION.** The fee for filing the Court appeal is \$25.00 and must be paid to the Court when requesting the appeal. If the Court dismisses the citation, the full amount of the fine and the \$25.00 Court filing fee will be **refunded by the issuing agency**. When the court returns a copy of this notice to you with the date, place and the time of hearing filled in, you must file a copy of the original Proof of Service of this notice with the court at least 10 days prior to the hearing date. **The court may not proceed on your appeal if service has not been made.**

#### NOTICE OF HEARING

For Court Use Only: A hearing will be heard at the Court identified below on the date and time shown in the box below. Processing agencies are requested to mail their file to the address checked below within 15 days of receipt of this notice.			
DATE	TIME	DIV/DEPT.	PLACE
			Superior Court of California <span style="border: 1px solid red; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span> Attn: Parking Appeals, <span style="border: 1px solid red; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span> Sacramento, CA 95826 <span style="border: 1px solid red; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>

Executive Officer/Clerk

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

By: \_\_\_\_\_  
 Deputy Clerk

#### NOTICE OF APPEAL - PARKING

Official Citation Correspondence  
C/O Citation Processing Center  
P.O. Box 11024  
Newport Beach, CA 92658

**RESULT OF  
ADMINISTRATIVE REVIEW**

DTA0402B  
4000000012 12/1



KOPP JONATHAN BARRY

**Mailing Date:** 3/26/2013

**Amount Due if RECEIVED  
BEFORE 4/16/2013:** \$25.00

**Results:**

Citation #	Citation Date	License	Violation	Disposition
CM3554	2/15/2013		22507.8(A) :No Parking - Handicapped ONLY	UpHeld

**Adjudication Comments:**

We have received the information you submitted to contest the above citation(s). The following comments have been provided as a result of the Administrative Review:

The circumstances regarding the issuance of your citation have been carefully reviewed and considered. It has been determined that the violation penalty WILL BE DISMISSED CONTINGENT UPON RECEIPT OF A \$25.00 administrative fee. If you have already paid, a refund will automatically be generated and sent to you within 2-4 weeks.

To Request a Hearing: Please see the back of this form.

**Payment Instructions**

Total amount due must be received within 21 calendar days of Mailing Date of this Letter.

**TO PAY BY CREDIT CARD:**

1. Pay Online: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com).
2. Pay by phone: (800) 969-6158.

A convenience fee may be applied.

**TO PAY BY MAIL:**

1. Send CHECK or MONEY ORDER. NO CASH. (US Funds Only)
2. Print Citation Number on Payment.
3. Return Bottom Portion of this Notice with Payment.
4. Make Checks Payable to: Marin Parking Authority

KOPP JONATHAN BARRY

**Mailing Date:** 3/26/2013

**Amount Due if RECEIVED  
BEFORE 4/16/2013:** \$25.00



A convenience fee may be applied

☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Number \_\_\_\_\_ Exp. \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_



C/O Citation Processing Center  
P.O. Box 11024  
Newport Beach, CA 92658

Official Citation Correspondence  
C/O Citation Processing Center  
P.O. Box 11024  
Newport Beach, CA 92658

**RESULT OF**  
**ADMINISTRATIVE REVIEW**

DTA0402B  
3000000001 1/1

**Mailing Date:**

3/25/2013



WILCOX CURT

**Results:**

Citation #	Citation Date	License	Violation	Disposition
2076598	2/28/2013	<input type="text"/>	CVC 4000(A1) :UNREGISTERED VEHICLE	Dismissed

**Adjudication Comments:**

We have received the information you submitted to contest the above citation(s). The following comments have been provided as a result of the Administrative Review:

Sufficient proof was presented to cancel the violation.

If you have paid the original bail on a citation(s) that has been dismissed, a refund is due and will be provided via US Mail within 2-4 weeks of the Mail Date of this letter.



Official Citation Correspondence  
C/O Citation Processing Center  
P.O. Box 11024  
Newport Beach, CA 92658

**RESULT OF**  
**ADMINISTRATIVE REVIEW**

DTA0402B  
3000000002 2/1



MARK DAVIS

**Mailing Date:** 3/25/2013

**Amount Due if RECEIVED  
BEFORE 4/15/2013:** \$40.00

**Results:**

Citation #	Citation Date	License	Violation	Disposition
B020004201	2/28/2013		BR2495-4 (d) :SIGN VIOLATION: RESERVED PARKING	Upheld

**Adjudication Comments:**

We have received the information you submitted to contest the above citation(s). The following comments have been provided as a result of the Administrative Review:

Valid Citation.

To Request a Hearing: Please see the back of this form.

**Payment Instructions**

Total amount due must be received within 21 calendar days of Mailing Date of this Letter.

**TO PAY BY CREDIT CARD:**

1. Pay Online: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com).
2. Pay by phone: (800) 969-6158.

A convenience fee may be applied.

**TO PAY BY MAIL:**

1. Send CHECK or MONEY ORDER. NO CASH. (US Funds Only)
2. Print Citation Number on Payment.
3. Return Bottom Portion of this Notice with Payment.
4. Make Checks Payable to: Bay Area Rapid Transit

MARK DAVIS

**Mailing Date:** 3/25/2013

**Amount Due if RECEIVED  
BEFORE 4/15/2013:** \$40.00



A convenience fee may be applied

☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Number \_\_\_\_\_ Exp. \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_



C/O Citation Processing Center  
P.O. Box 11024  
Newport Beach, CA 92658

CERTIFICATE OF CORRECTION							
Section		Certified By		ID#		Date	

If you are dissatisfied with the results of the Administrative Review, you may request an Administrative Hearing by following the instructions below.

- If you are requesting an Administrative Hearing and cannot pay the Total Amount Due: Determination of inability to pay is governed by CVC Section 40215(b) and may allow a waiver of the deposit of the amount due, provided the issuing agency is in possession of sufficient proof and has granted a variance. To request a waiver, please do so using this form.

I am requesting a hearing to contest the citation indicated on the front of this form. I choose to contest by written declaration. The reason I am contesting this citation is:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

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

<p>Please select one of the following:</p> <p><input type="checkbox"/> Hearing in Person</p> <p><input type="checkbox"/> Hearing in Writing</p>	<p>If you are requesting an Administrative Hearing, please provide a phone number and/or email address where you can be reached if necessary:</p> <p>Phone: <input style="width: 90%;" type="text"/></p> <p>Email: <input style="width: 90%;" type="text"/></p>
---	---

I DECLARE UNDER PENALTY OF PERJURY THAT THE FORGOING IS TRUE AND CORRECT.

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

PLEASE NOTE: NO ADMINISTRATIVE HEARING WILL BE SCHEDULED IF THE CORRECT PENALTY AMOUNT DOES NOT ACCOMPANY REQUEST. Materials submitted with an Administrative Hearing Request will not be returned. If you have requested a Hearing in Person or by Telephone, the Hearing Schedule Date, Time and Location will be mailed to the address located on the front of this form within 2-4 weeks.

Results of the Administrative Hearing will be mailed to you at the address located on the front of this form within 2-4 weeks.

Attachment D

RESOLUTION NO. 2016-10

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF HUNTINGTON PARK  
ESTABLISHING PARKING VIOLATION  
PROCESSING FEES TO BE COLLECTED BY  
A THIRD PARTY**

WHEREAS, the City Council of the City of Huntington Park adopted Resolution No. 2016-\_\_ which set forth the fine schedule for parking violations a late payment penalties pursuant to Vehicle Code section 40203.5;

WHEREAS, on April \_\_, 2016, the City Council approved an agreement with Data Ticket, Inc. to provide parking violation processing services (the "Agreement");

WHEREAS, the Agreement, a copy of which is attached hereto and incorporated herein by this reference, provides for processing fee for the payment of parking fines; and

WHEREAS, the City desires to increase the amount of the fines set forth in the schedule of fines in order to ensure the coverage of the costs associated with issuing, processing and recovering the fines.

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

SECTION 1. The City Council hereby increases the amount of the fines set forth in Resolution No. 2016-\_\_ to include the processing fees pursuant to the Agreement as follows:

- (a) Base processing fee -automated per citation: \$0.40
- (b) Handwritten citations processing fee per citation: \$0.40
- (c) Delinquent notice letter including postage: \$1.50
- (d) Other correspondence letters, partial payment letters, etc.: \$0.72
- (e) First level hearing hold placements: \$0.50 per citation
- (f) Second level hearing hold scheduling: \$0.50 per citation
- (g) Out of state collections: 15% of amount collected
- (h) Franchise Tax Board collection contingency fee: 15% of amount collected

- 1 (i) Third party collections: 28% of amount collected  
2 (j) Handheld device lease and maintenance cost: \$1.47 per citation processed  
3

4 SECTION 3. The City Clerk shall certify to the adoption of this resolution, and  
5 thenceforth and thereafter the same shall be in full force and effect.

6 PASSED, APPROVED AND ADOPTED this 5<sup>th</sup> day of April, 2016.  
7  
8  
9

\_\_\_\_\_  
Graciela Ortiz, Mayor

10  
11 ATTEST:  
12

\_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk

14  
15 (SEAL)  
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# CITY OF HUNTINGTON PARK

Parks and Recreation Department  
City Council Agenda Report

April 5, 2016

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:

## **APPROVE USE OF SALT LAKE PARK FOR 2016 TELEMUNDO SPORTS EXPERIENCE EVENT AND APPROVAL OF AGREEMENT WITH ESTRELLA COMMUNICATIONS, INC. TO PRODUCE EVENT**

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

1. Review and approve the Special Event Application for use of Salt Lake Park for the 2016 Telemundo Sports Experience event;
2. Approve agreement with Estrella Communications, Inc. to produce the 2016 Telemundo Sports Experience event at Salt Lake Park; and
3. Authorize City Manager to execute agreement. subsidiary

### **BACKGROUND**

Telemundo, a Spanish-language television network, is requesting to host their annual "Sports Experience" event at Salt Lake Park on Sunday, June 5, 2016 from 11 a.m. to 6 p.m. The free one day event will be open to the public and will feature sports exhibitions, vendor and food booths, inflatable games, and musical entertainment. This event has been hosted at Salt Lake Park since May 2006 and has served to benefit the Huntington Park community by creating opportunities for residents to gather and enjoy an event focused on the benefits of living an active lifestyle.

The entire Salt Lake Park area will be required for the event. Plans submitted by Estrella Communications, Inc, a subsidiary of Telemundo, indicate that they will use all baseball fields, 5 parking lots, and the Kevin De Leon Campo de Futbol. Sponsorships will also be sold and companies will be permitted to set up booths and displays on the fields as well as a main stage where live musical performances may be presented.

**APPROVE USE OF SALT LAKE PARK FOR 2016 TELEMUNDO SPORTS EXPERIENCE EVENT AND APPROVAL OF AGREEMENT WITH ESTRELLA COMMUNICATIONS, INC. TO PRODUCE EVENT**

April 5, 2016

Page 2 of 3

The event schedule will be as follows:

Setup: Friday, June 3 - 4, 2016 from 7 a.m.-6 p.m.

Event: Sunday, June 5, 2016 from 11 a.m.-6 p.m.

Cleanup: Sunday, June 5, 2016 from 6:30-10:00 p.m.

**FISCAL IMPACT/FINANCING**

Telemundo did not request fee waivers and, if the event is approved, they will provide the following to the city:

1. \$20,000 payment to city to be used for park improvements; and
2. Payment for departmental service charges incurred by the Building & Safety division;
3. Free booth space for city departments and non-profit groups that provide service to Huntington Park residents; and
4. Media coverage through a substantial television, radio and print campaign promoting the event and its association with the city.

There is no fiscal impact/cost to the City.


**LEGAL AND PROGRAM REQUIREMENTS**

Per municipal code 5-13.02(A), the City Council must authorize use of any city-owned or controlled public property for any proposed activity in a public place.

**CONCLUSION**

If approved, staff requests the City Manager to execute the agreement and asks that a copy of the executed agreement be forwarded to the Department of Parks and Recreation. Telemundo will work closely with city staff including the Police Department, Public Works and the Parks and Recreation to finalize the event logistics and ensure a safe and well-organized event.

Respectfully submitted,

  
EDGAR P. CISNEROS  
City Manager

**APPROVE USE OF SALT LAKE PARK FOR 2016 TELEMUNDO SPORTS  
EXPERIENCE EVENT AND APPROVAL OF AGREEMENT WITH ESTRELLA  
COMMUNICATIONS, INC. TO PRODUCE EVENT**

April 5, 2016

Page 3 of 3

A handwritten signature in cursive script, reading "Josette Espinosa".

Josette Espinosa  
Director of Parks and Recreation

**ATTACHMENTS:**

- A. Telemundo Special Event Application
- B. Temporary License Agreement
- C. Activities Schedule

# SPECIAL EVENT PARK USE PERMIT APPLICATION



PERMIT No. \_\_\_\_\_

**FILING FEE: \$80 (for-profit organization) \$30 (non-profit organization)**

*Applications must be submitted by October 1 to be considered for following calendar year*

*Applications received after October 1 must be submitted at least 90 days before event*

## A. APPLICANT INFORMATION

Applicant Name: \_\_\_\_\_  
(If organization/business, include name of a contact person)

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Emergency Telephone #: \_\_\_\_\_

Huntington Park Business License #: \_\_\_\_\_ Are you a non-profit organization? Yes ☐ No ☐

Applicant's authorized representative(s) for management of event. *If more than one, please list on a separate sheet of paper. (Note: Applicant/authorized representative(s) must be present at all times during event)*

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

Telephone #: \_\_\_\_\_ Drivers License #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Address: \_\_\_\_\_

## B. APPLICANT EXPERIENCE/REFERENCES

The organization applying for the special event permit must have at least three years of experience conducting the same or similar event proposed in this application.

Does your organization have at least three years of experience? Yes ☐ No ☐

Provide three references of other cities/counties where you have conducted a similar event.

1. City/County: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Dates of last event: \_\_\_\_\_

2. City/County: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Dates of last event: \_\_\_\_\_

3. City/County: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Dates of last event: \_\_\_\_\_





## H. SITE PLAN

Your site plan/route map should be submitted in blueprint or computer-generated format and include:

- ☐ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- ☐ The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ☐ The provision of minimum 20-foot emergency access lanes throughout the event venue.
- ☐ The location of first aid facilities and ambulances.
- ☐ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- ☐ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ☐ Generator locations and/or source of electricity.
- ☐ Sources of water.
- ☐ Placement of vehicles and/or trailers.
- ☐ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ☐ Identification of all event components that meet accessibility standards.
- ☐ Other related event components not listed above.

**I. SECURITY PLAN**

Have you hired a licensed professional security company to develop and manage your event's security plan?

Yes ☐ No ☐

If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone #: \_\_\_\_\_ Emergency Telephone #: \_\_\_\_\_

Cell #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Private Patrol Operator License # \_\_\_\_\_

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**J. BUILDING AND SAFETY INFORMATION SHEET****Building and Safety Fee Schedule for Special Events:****➤ Tents/structures/devices**

For inspection of structures or devices regulated  
by Chapter 66 the first inspection or first  
structure/device \$267.04

Each additional structure and/or device \$42.88

**➤ Electrical**

Carnival rides (electric or generator driven): \$ 63.52 each

Carnival rides (mechanically driven): \$ 26.40 each

Walk through – attractions/electric displays: \$ 26.40 each

Booth lighting (i.e. carnival games, etc.): \$ 26.40 each

Temporary power pole: \$ 71.36 each

**Motors, generators, transformers (rating in horsepower HP, kilowatts KW, kilovolt amperes KVA):**

Rating over 3 and not over 10, each \$ 32.64

Rating over 10 and not over 50, each \$ 75.36

Rating over 50 and not over 100, each \$ 140.96

Rating over 100, each \$ 232.64

Any installation of any equipment rated at 400 amperes or larger;

Any installation of a motor rated more than 10 HP;

Any installation of equipment rated above 600V require Plan Review, please submit electrical plans 90 days prior to event. Plan Check fees are 70% of permit fees but not less than \$179.04

**➤ Other**

Minimum fee for any inspection not covered above is \$100.30 per hour (minimum of two hours)

Issuance fee per each permit: \$45.28

**➤ EVENT INFORMATION**

Applicant: \_\_\_\_\_

Event address: \_\_\_\_\_ Date: \_\_\_\_\_

Event contact name: \_\_\_\_\_ Phone: \_\_\_\_\_

Event contact name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Tents (indicate number of tents and size of each:**

\_\_\_\_\_  
\_\_\_\_\_

**Rides and attractions:**

# electrical/generator driven rides: \_\_\_\_\_

# mechanical driven rides: \_\_\_\_\_

# walk through/electric displays/booths: \_\_\_\_\_

**Generators:**

# \_\_\_\_\_ @ \_\_\_\_\_ (circle one) hp kw kva

# \_\_\_\_\_ @ \_\_\_\_\_ (circle one) hp kw kva

# \_\_\_\_\_ @ \_\_\_\_\_ hp kw kva

# \_\_\_\_\_ @ \_\_\_\_\_ hp kw kva

Application must be **submitted to Director of Parks & Recreation a minimum of 90 days** prior to event date and **returned a minimum of 3 weeks prior to event date** with all required approvals (see attached checklist). Two sets of plot plans and/or floor plans showing locations of all event activity, pedestrian trash, porta-potties, security plan, entertainment list, and vehicle circulation, pedestrian circulation or parking as necessary must be attached.

**CERTIFICATE OF THE APPLICANT:** I understand and agree to abide by all of the Special Event Permit regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.



\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

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

Received by: \_\_\_\_\_

File fee: \_\_\_\_\_

Receipt #: \_\_\_\_\_

PERMIT No. \_\_\_\_\_

**APPROVAL CHECKLIST**

*The Department of Parks & Recreation requires proof of approval from the following departments and agencies. Please be advised that the **\$80 fee** will not be refunded if event does not take place as scheduled due to denial of request by other agency and/or property owner (s) or failure by applicant to obtain required approval signatures.*

**L.A. County Fire Department, Prevention Bureau**  
**3161 E. Imperial Highway, Lynwood, CA 90255**

(310) 603-5258

☐ Approved    ☐ Not Approved    ☐ No Approval Necessary    ☐ Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
 Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**L.A. County Health Department, Environmental Health Specialist**  
**245 S. Fetterly Ave., Room 2014, Los Angeles, CA 90022**

(323) 780-2272

☐ Approved    ☐ Not Approved    ☐ No Approval Necessary    ☐ Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
 Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**State Department of Alcohol, Beverage Control, Duty Investigator**  
**300 S. Spring St., Suite 2001-N, Los Angeles, CA 90013**

(213) 897-5391

☐ Approved    ☐ Not Approved    ☐ No Approval Necessary    ☐ Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
 Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**City of Huntington Park Police Department, Watch Commander**  
**6542 Miles Avenue, Huntington Park, CA 90255**

(323) 584-6254

☐ Approved    ☐ Not Approved    ☐ No Approval Necessary    ☐ Approved with conditions  
☐ Entertainment    ☐ Security Plan    ☐ Street Closure    ☐ Parking

\_\_\_\_\_  
 Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**City of Huntington Park City Clerk**  
**6550 Miles Ave., Huntington Park, CA 90255**

(323) 584-6230

☐ Approved    ☐ Not Approved    ☐ No Approval Necessary    ☐ Approved with conditions  
☐ Contracts    ☐ Insurance

\_\_\_\_\_  
 Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Finance Department, Collections Division  
6550 Miles Ave., Huntington Park, CA 90255

(323) 584-6237

☐ Approved   ☐ Not Approved   ☐ No Approval Necessary   ☐ Approved with conditions: \_\_\_\_\_

\_\_\_\_\_

Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Building Department, Plan Review  
6550 Miles Ave., Huntington Park, CA 90255

(323) 584-6315

☐ Approved   ☐ Not Approved   ☐ No Approval Necessary   ☐ Approved with conditions: \_\_\_\_\_

\_\_\_\_\_

Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Engineering Department, Assistant City Engineer  
6550 Miles Ave., Huntington Park, CA 90255

(323) 584-6253

☐ Approved   ☐ Not Approved   ☐ No Approval Necessary   ☐ Approved with conditions: \_\_\_\_\_

\_\_\_\_\_

Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Public Works Department, Director of Public Works  
6900 Bissell St., Huntington Park, CA 90255

(323) 584-6320

☐ Approved   ☐ Not Approved   ☐ No Approval Necessary   ☐ Approved with conditions  
☐ Water   ☐ Electrical   ☐ Dig Alert   ☐ Trash/Recycle

\_\_\_\_\_

Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Dig Alert, [www.digalert.org](http://www.digalert.org)

(800) 227-2600

☐ Approved   ☐ Not Approved   ☐ No Approval Necessary   ☐ Approved with conditions: \_\_\_\_\_

\_\_\_\_\_

Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

☐ Parks & Recreation Commission

☐ City Council

## TEMPORARY ACCESS LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License”) is made and entered into as of April 5 2016, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California (“City”), and ESTRELLA COMMUNICATIONS, LLC, a Delaware Limited Liability company (“Licensee”).

### **SECTION ONE: FUNDAMENTAL LICENSE TERMS**

1.1 **License:** City hereby issues to Licensee a License to enter upon real property located at the City’s Municipal Park located at 3401 E. Florence Avenue, Huntington Park, CA, as shown on the map attached hereto as Section Four and incorporated herein by this reference (“Premises”), for the purpose or activity specified in Paragraph 1.2.

1.2 **Use of Premises:** For and during the term of this License, and any extension or renewal thereof, Licensee shall use the Premises solely and exclusively for the purpose(s) or activity(ies) as described and delineated in Section Five hereto and incorporated herein by this reference (“Use of Premises”) and for ingress and egress to the Premises from the closest public street for such activities.

1.3 **Term:** This License shall commence on **June 3, 2016** (“Commencement Date”) and shall continue to and terminate at 11:59 p.m. local time on **June 5, 2016** (“Expiration Date”). This License and the Licensee’s rights hereunder may not be extended beyond the Expiration Date unless such extension is set forth in writing and signed by both City and the Licensee.

1.4 **License Consideration:** As consideration for the issuance of this License, Licensee shall pay to City a License Fee specified in Section Six hereunder, in accordance with the procedures set out in Section Two (General Provisions).

1.5 **Notices and Payments:** All payments, notices and other writings required to be delivered under this License to either party shall be delivered in accordance with the provisions of Section Two (“General Provisions”), to City at the address set forth in Section Two, and to Licensee at the address set forth in this Section One.

1.6 **Attachments:** This License incorporates by reference the following Attachments to this License:

Section One: Fundamental License Terms  
Section Two: General License Provisions  
Section Three: Special License Provisions  
Section Four: Map of the Premises  
Section Five: Use of Premises  
Section Six: License Fee Schedule

1.7 **Integration:** This License represents the entire understanding of City and Licensee as to the License and all other matters contained herein. No prior oral or written



understanding shall be of any force or effect with regard to those matters covered by this License. This License supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this License.

IN WITNESS WHEREOF, the parties have executed and entered into this License as of the date first set forth above.

<b>CITY OF HUNTINGTON PARK</b>	<b>ESTRELLA COMMUNICATIONS, INC</b>
By: _____ Edgar Cisneros, City Manager	By: _____ Name: _____ Title: _____
<b>ATTEST:</b>	
By: _____ Donna Schwartz, City Clerk	By: _____ Name: _____ Title: _____
<b>APPROVED AS TO FORM:</b>	<b>Licensee Information:</b>
_____ City Attorney, City of Huntington Park	Address for Notices:  Attn: Richard Vasquez Estrella Communications, Inc. 3000 West Alameda Avenue, Burbank, CA 91523

**SECTION TWO:**  
**GENERAL LICENSE PROVISIONS**

2.1 Payment of License Fee

2.1.1. Transmittal of Payments: Licensee shall make all License Fee payments, and pay all other sums due under this License, in lawful money of the United States, by check payable to "CITY OF HUNTINGTON PARK," and shall personally deliver all payments without any notice or demand to City at the address set forth in Paragraph 2.8.1 below.

2.1.2. No Offsets: All License Fees and other sums due under this License shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Licensee nor the acceptance by City of any License Fee or other sum in an amount which is less than the amount due and payable pursuant to this License, nor the issuance of any statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this License, shall constitute an agreement by City modifying this License or a waiver of City's right to receive all sums provided for in this License. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and City shall accept all checks and payments from Licensee without prejudice to City's right to recover the balance of the amount due or to pursue any other remedy in this License or otherwise provided by law.

2.2 Charges for Delinquent Payment of License Fee

2.2.1. If any payment of any License Fee or any other sum due City is not received by City within ten (10) days after the due date, Licensee shall be deemed delinquent in its License Fee payment and a late charge of one and one-half percent (1.5%) of the delinquent amount, plus the sum of One Hundred Dollars (\$100.00), shall become immediately due and payable to City. An additional charge of one and one-half percent (1.5%) of such delinquent License Fee payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid.

2.2.2. Licensee and City hereby acknowledge and agree that such late charges do not represent and shall not be deemed to be an interest payment, but that such late charges represent a fair and reasonable estimate of the costs and expenses that City will incur by reason of Licensee's late payment.

2.2.3. Acceptance by City of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and delinquent payment, or in any way impair, prevent or restrict City from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

## 2.3 Use of Premises

2.3.1. Conditions of Use: For and during the term of this License, and any extension or renewal thereof, Licensee's use of the Premises shall be subject to the following conditions, covenants and restrictions:

2.3.1.1 Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraph 1.2 above and Section Five hereunder, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of City.

2.3.1.2 Licensee shall not cause, permit or suffer any Hazardous Material to be brought upon, left, used or abandoned on the Premises by Licensee or its employees, agents or contractors. For purposes of this paragraph, the term "Hazardous Material" shall mean: (i) any chemical, pollutant, contaminant, pesticide, petroleum or petroleum product or by product, radioactive substance, solid waste (hazardous or extremely hazardous), special, dangerous or toxic waste, hazardous or toxic substance, chemical or material regulated, listed, referred to, limited or prohibited under any Environmental Law, including without limitation: (i) friable or damaged asbestos, asbestos-containing material, polychlorinated biphenyls ("PCBs"), chlorinated solvents and waste oil; (ii) any "hazardous substance" or "hazardous waste" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended ("CERCLA"); or the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), as amended ("RCRA") or any Environmental Law of the State of California; and (iii) even if not prohibited, listed, limited or regulated by an Environmental Law, all pollutants, contaminants, hazardous, dangerous or toxic chemical materials, wastes or any other substances, including without limitation, any petroleum material or fractions thereof or additives thereto, any industrial process or pollution control waste (whether or not hazardous within the meaning of RCRA) which pose a hazard to the environment, or the health and safety of any person or impair the use or value of any portion of the Property. The term "Environmental Law" shall mean all applicable past, present or future federal, state and local statutes, regulations, directives, ordinances, rules, court orders, judicial and administrative decrees, arbitration awards and the common law, which pertain to environmental matters, contamination of any type whatsoever, or health and safety matters, as such have been amended, modified or supplemented from time to time (including any present and future amendments thereto and re-authorizations thereof), including, without limitation, those relating to: (i) the manufacture, processing, use, distribution, treatment, storage, disposal, generation or transportation of Hazardous Materials; (ii) air, soil, surface, subsurface, surface water and groundwater; (iii) Releases; (iv) protection of wildlife, endangered species, wetlands or natural resources; (v) the operation and closure of underground storage tanks; (vi) health and safety of employees and other persons; and (vii) notification and record keeping requirements relating to the foregoing. Without limiting the above, Environmental Laws also include the following: (i) CERCLA; (ii) RCRA; (iii) the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended; (v) the Clean Water Act (33 U.S.C. §§1251 et seq.), as amended; (vi) the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as amended; (vii) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), as amended; (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (ix) the Federal

Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (x) the Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.); (xi) the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as amended; and (xii) any state, county, municipal or local statutes, laws or ordinances similar or analogous to (including counterparts of) any of the statutes listed above.

2.3.1.3 Licensee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

2.3.1.4 City or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Licensee is complying with the terms, conditions, requirements and provisions of this License.

2.3.2. Utilities and Services: Licensee shall be solely responsible for obtaining all utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises.

2.3.3. Permits and Approvals: Licensee shall obtain at its own sole cost and expense, any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with the use of the Premises as set forth in this License, including but not limited to approvals for business licenses, zoning or use permits, or any approvals that may be required under the California Environmental Quality Act, Surface Mining Second Reclamation Act, any rules or restrictions relating to environmental protection or protection of endangered species, or other provisions of law. No approval or consent given under this License by City shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by City, in its capacity as a party to this License, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

2.4 Insurance: Without limiting Licensee's indemnification obligations, Licensee shall not enter or occupy the Premises until Licensee has obtained all of the insurance required herein from a company or companies acceptable to City, and Licensee shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by City.

2.4.1. Licensee shall take out and maintain the following insurance:

2.4.1.1 Workers' Compensation and Employer's Liability Insurance: Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) “Insurer waives all rights of subrogation against the City of Huntington Park, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage.”

2.4.1.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Five Million Dollars (\$5,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer’s equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

2.4.1.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

2.4.2. Endorsements: The policies of liability insurance provided for in Paragraphs 2.4.1.2 and 2.4.1.3 shall specify that this specific License is insured and that coverage for injury to participants resulting from Licensee's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) “The City of Huntington Park, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Huntington Park. The coverage shall contain no special limitations on the scope of protection afforded to the City of Huntington Park, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed

for any reason until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Huntington Park shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Huntington Park, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.”

2.4.3. Evidence of Coverage: Licensee shall at the time of the execution of the License present to City the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain the Licensee’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Licensee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2.4.4. Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this License. If, in the sole and absolute discretion of City, the insurance provisions in this License do not provide adequate protection for City, City shall have the right to require Licensee to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Licensee shall promptly comply with any such requirement. City’s requirements shall not be unreasonable, but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

2.4.5. Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this License.

2.4.6. License Contingent Upon Coverage: Notwithstanding any other provision of this License, this License shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

## 2.5 Indemnification

2.5.1. City Not Liable: City shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, invitee, agent or contractor of Licensee, resulting from or arising out of any act or omission of Licensee or of any person or entity holding under Licensee, the physical condition or state of the Premises, or the occupancy or use of the Premises or any part thereof by or under Licensee, or any act or omission in the exercise of any right or the performance of any obligation under this License, or directly or indirectly from any state or condition of the Premises, or any part thereof.

2.5.2. Indemnification: Irrespective of any insurance carried by Licensee for the benefit of City, and notwithstanding any other provision or statement of precedence of this License to the contrary, Licensee shall indemnify and hold City, its officers, directors, employees, representatives and volunteers (collectively "City Personnel") harmless from and against any and all actions, claims, demands, judgments, attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, invitee, agent or contractor of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of City, and/or acts for which the City would be held strictly liable, but excluding the sole active negligence or willful misconduct of City. In connection therewith:

2.5.2.1 Licensee shall defend and hold City and City Personnel harmless from any and all Claims, whether caused in whole or in part by City's active or passive negligence, and/or acts for which City and/or City Personnel would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of City or City Personnel; and Licensee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

2.5.2.2 Licensee shall promptly pay any judgment rendered against Licensee or City covering any Claim, and hold and save City and City Personnel harmless therefrom, whether such Claim was caused in whole or in part by City and/or City Personnel's active or passive negligence, and/or acts for which City and/or City Personnel would be held strictly liable, but excluding the sole active negligence and willful misconduct of City and/or City Personnel.

2.5.2.3 In the event City is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Licensee shall pay to City any and all costs and expenses incurred by City in any such action or proceeding, together with reasonable attorneys' fees.

2.5.2.4 All of the indemnity obligations of Licensee under this Paragraph 2.5.2, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.



2.5.2.5 Notwithstanding anything in the this License Agreement to the contrary (including Sections 2.5 and 2.6.9), in no event shall Licensee be obligated to indemnify City for any matters or conditions to the extent arising due to City's sole negligence or willful misconduct. In addition, notwithstanding anything in the License Agreement to the contrary (including Sections 2.5 and 2.6.9), in no event shall Licensee be deemed to have released City for any claims or causes of action arising due to City's sole negligence or willful misconduct.

## 2.6 Legal Relations and Responsibilities

2.6.1. Nature of Relationship: City and Licensee understand and agree that the only relationship between them created by this License is that of Licensor and Licensee, and that this License is a license and not a lease, profit a prendre, or any other interest in the Premises, and does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between City and Licensee.

2.6.2. Compliance with Laws: Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, City, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Licensee or any person or entity holding under Licensee. Licensor shall at all times observe and comply with all existing and future laws, ordinances, regulations, orders and decrees related to the Premises.

2.6.3. Assignment: The License granted hereby is personal to Licensee and any assignment of said License by Licensee, voluntarily or by operation of law, shall automatically terminate this License, unless Licensee has obtained the prior written consent of City, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

2.6.4. Acknowledgment of City's Title: Licensee hereby acknowledges the title of City in and to the Premises, including the real property fixtures and improvements existing or erected thereon, and Licensee hereby covenants and promises never to assail, contest or resist City's title to the Premises.

2.6.5. Liens: Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee further shall protect and indemnify City and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

2.6.6. Taxation: A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory interest is created, Licensee shall be responsible for the payment of all property taxes levied on such interest, and



that City shall have no responsibility therefor. Licensee shall be solely responsible for any second allotted taxes or charges that may be revised or imposed on Licensee's activities taken hereunder, including any severance or other taxes.

2.6.7. Condemnation. In the event the Premises or any portion of the Premises is acquired under the power of eminent domain, or transferred by way of negotiated agreement in lieu of, or under threat of eminent domain, City shall receive and be entitled to all just compensation that may be awarded for the taking, including but not limited to just compensation for the property taken, any damage for injury to the remainder, and damage for any loss of business goodwill, excepting only damages or compensation specifically awarded for any relocation benefits that may be available to Licensee, and any compensation for tangible personal property losses or improvements pertaining to the realty owned by Licensee, all of which shall be recoverable by Licensee.

2.6.8. City's Reservations

2.6.8.1 City hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon five (5) days written notice to City. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

2.6.8.2 City hereby reserves the right to sell, transfer or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred or disposed of, and Licensee shall release the same from the terms of this License and from any encumbrance which results from this License, and shall promptly quit the Premises, in accordance with Sections 2.6.10 and 2.6.11 below.

2.6.9. Waiver of Claims: As a material part of the consideration to City under the License, Licensee hereby waives any and all claims that it may have against City during the term of this License, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Licensee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time.

2.6.10. Surrender of Possession: At the expiration or termination of this License, whether with or without cause, Licensee shall promptly quit and surrender the Premises in a good state of repair.

2.6.11. Disposition of Abandoned Property: If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises after such event shall at City's opinion, be deemed to have been abandoned

and transferred to City. City shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and City shall have no duty to account for such property. Licensee agrees to reimburse City for any and all costs associated with City transferring or disposing of Licensee's personal property pursuant to this Section.

2.6.12. Premises "As-Is": Licensee acknowledges that the Premises are being provided to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without reliance upon any representation by City, or any of its officers, employees, agents or representatives, or any other person, concerning the Premises, their fitness for Licensee's intended use or any other particular purpose of use, the Premises' state of title, their income-producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this License.

2.6.13. No Representation or Warranty Concerning Premises: Licensee acknowledges that neither City, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, their fitness for Licensee's intended use or any other purpose or use, their income producing history, potential or capabilities, their value, or any other matter not expressly set forth in this License.

2.6.14. Disputes: In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should City be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's occupancy or use of the Premises under this License, Licensee shall pay to City its costs and expenses incurred in such suit, including reasonable attorneys' fees.

2.6.15. Security Measures: Licensee acknowledges that the Premises are licensed to and accepted by Licensee in an "as-is" condition, and that the License Payments and other sums payable from Licensee to City hereunder do not include the cost of any site preparation or security guard or any other security services or measures. Licensee further acknowledges that City makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and Licensee further acknowledges that City shall have no obligation whatsoever to provide guard service or any other security measures. Licensee expressly assumes all responsibility for the protection and security of the Premises, Licensee, its agents, employees, invitees and property within the Premises from any and all acts of any third party.

2.6.16. No Obligation to Third Parties: Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than City and Licensee.

2.6.17. Waiver: Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

2.6.18. City's Liability on Termination: Licensee hereby waives all damages or claims for damage that may be caused by any action of City in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives all claims for damages to or loss of such property of Licensee as may be in or upon the Premises upon the termination of this License.

2.6.19. Copies of Reports. Licensee shall provide to City copies of all surveys, engineering information, analysis, environmental reports, tests and studies and any other information obtained or generated by Licensee in connection with Licensee's use of the Premises.

## 2.7 Maintenance and Repair of Premises

2.7.1. Licensee's Obligation to Maintain Premises: Licensee shall at all times during the term of this License, and any extension or renewal thereof, at its sole cost and expense, remove all trash and debris from the Premises. Licensee shall also repair any damages to the Premises caused by Licensee. Licensee shall at all times in the use of the Premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Licensee expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of City and in compliance with all applicable laws. City shall keep and maintain in good condition and in substantial repair, the Premises and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the Premises.

2.7.2. Licensee's Default of its Maintenance Duties: In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or its invitees on the Premises or to maintain or make repairs or replacements as required by this License, City shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to correct such default within one (1) days of receipt of such written notice from City, City may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment and procurement of insurance, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Licensee to City within five (5) days of Licensee's receipt of a statement of such costs from City. Any such maintenance, repair or replacement by or on behalf of City shall not be deemed to be a waiver of Licensee's default under this License, and shall not in any way impair, prevent or restrict City from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

## 2.8 Miscellaneous

2.8.1. Notices: Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by

depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to City: CITY OF HUNTINGTON PARK  
Attention: Director of Parks & Recreation  
3401 East Florence Avenue  
Huntington Park, California 90255

If to Licensee: To such name and address set forth for Licensee in Section One of this License,

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

2.8.2. Warranty of Authority: Each officer of City and Licensee affixing his or her signature to this License warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this License, that his or her respective party has the full legal right, power, capacity and authority to enter into this License and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.8.3. Headings: The titles and headings of Sections and Paragraphs of this License, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this License, or to control, limit or modify any of the terms, covenants or conditions hereof.

2.8.4. Time of Essence: Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.

2.8.5. Construction and Amendment: This License shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both City and Licensee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this License, and signed by all of the parties hereto.

2.8.6. Successors: Subject to the provisions of Paragraph 2.6.3 above, this License, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, City, Licensee, and their respective successors and assigns.

2.8.7. Re-Entry: No entry or re-entry into the Premises by City shall be construed as an election to terminate this License, unless prior thereto or concurrently therewith written notice of intent to terminate is given by City to Licensee. City's entry into possession of

the Premises without having elected to terminate shall not prevent City from making such an election and giving Licensee notice thereof.

2.8.8. Partial Invalidity: If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this License.

2.8.9. Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

2.8.10. Precedence: In the event of any conflict between Sections of this License, Section One shall prevail over Sections Two, Three and Four, and Section Three shall prevail over Section Two.

2.8.11. Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

[END GENERAL LICENSE PROVISIONS]

**SECTION THREE:**  
**SPECIAL LICENSE PROVISIONS**

3.1     Equipment Layout Map and Power Lines

3.1.1. Licensee shall supply the Director of Parks & Recreation (the “Director”) with a complete and detailed layout map of set-up not less than fifteen (15) days before set-up. No work shall commence on the Premises until approval has been obtained from the Director of Parks and Recreation, Public Works and the Police Department.

3.1.2. Licensee shall insure that the Premises is completely vacated by June 5, 2016 at 11:59 p.m.

3.1.3. Licensee agrees that, if the Premises is not completely vacated by June 7, 2016 at 11:59 p.m., all remaining equipment and property may be removed from the Premises and stored at Licensee’s expense. City assumes no responsibility for any equipment or property left on the Premises, even if said property is removed and stored by City.

3.1.4. Licensee shall keep 30 ft. away from the Department of Water and Power, power right-of-way lines running along Bissell Street. These premises shall remain free and clear of all obstruction including parked vehicles, tents, rides, etc.

3.2     Motor Vehicles and Equipment

3.2.1. Vehicles will be allowed on the Premises for loading and unloading only during those specific hours set for that purpose. Caution shall be used not to damage sprinkler heads or trees. Any such damage shall be paid for by Licensee pursuant to Paragraph 6.3.4 of the Agreement.

3.2.2. Vehicles that are not an operating part of the Expo are not to be parked or stored on any Municipal Park facility or public street, except along the railroad right-of-way parking area east of the ball diamonds. This area may be used as such for twenty-four (24) hours immediately prior, during, or twenty-four (24) hours immediately after said event.

3.2.3. Equipment and vehicles likely to drip oil or other liquids shall have proper ground covers installed under them for the protection of the turf.

3.2.4. Maintenance of vehicles and equipment (including, but not limited to, repairing, painting, washing, or lubricating) is not allowed on the Premises.

3.3     Building, Safety and Health

3.3.1. Prior to set-up, Licensee shall be required to obtain a building permit for all electrical, equipment and bleacher installations from the City Building Department located in Room 145, City Hall. No permit will be issued without a copy of a “Service Order,” indicating

that arrangements have been made with U.P.W. (Phone 866 699-7600 or 562-699-7600) for trash pick-up.

3.3.2. The Premises shall at all times be subject to inspection by the Building, Police, Fire, and Health Departments, which shall have the authority to shut down the event or any of its activities if there exist any danger to the health and/or safety of the participants, spectators, or public, or if there is a violation of any law or ordinance.

3.3.3. All Licensee activities shall conform to the requirements of Sub-Chapter 2, Title 19, Administrative Code of State of California and other government fire prevention codes.

3.3.4. Licensee shall ensure that tents, booths, bleachers, equipment, and any other facilities are erected and maintained in compliance with State, County, and City Building and Safety Regulations.

3.3.5. Licensee shall ensure that all electrical equipment and installations comply with the Safety Codes of the State of California and City's Electrical Ordinances. Licensee shall not be permitted to tie into any City electrical lines without prior written approval from the Director of Public Works.

3.3.6. Food Vendors (profit and non-profit) shall be required to obtain the County Health Department's approval two (2) weeks prior to the Commencement Date, at Department of Health Services, 245 South Fetterly Avenue, Room 2016, Los Angeles, CA. Public health licenses and permits shall be maintained on site and available for inspection at all times. Licensee shall notify all vendors of this requirement.

3.3.7. Licensee shall provide a minimum of twenty-five (25) comfort stations for the convenience of the public, including three (3) for the handicapped. The comfort stations shall be cleaned and serviced on a regular basis throughout the Expo and Licensee shall cause cleaning crews to service stations and clean the Premises in conformance with the cleaning schedule attached hereto as "Exhibit B" and incorporated herein by this reference.

3.3.8. Licensee shall make all necessary arrangements for the pick up of debris and refuse from the grounds and for the proper disposal of all such refuse.

3.4 Approval Prior to Opening Operation: Licensee shall not commence its operation of the Expo until all equipment and properties have been inspected and approved by all appropriate City and County Departments. All equipment and properties shall be ready for inspection by 3:00 p.m. on June 4, 2016. Licensee shall pay to City an additional fee of \$150 per hour if all equipment and properties are not ready for inspection on the foregoing date and time causing inspectors to stay after the scheduled inspection time.

3.5 City Vendors: City vendors retain the right to sell concession items on the Premises, but shall remain outside the permitted area where Licensee vendors are selling.

3.6 Restoration of Premises



3.6.1. Licensee shall leave the Premises in the same condition it was in prior to the Expo.

3.6.2. Licensee shall be responsible for any and all costs related to the removal, relocation and replacement of any and all structures on the Premises. Licensee hereby acknowledges responsibility and liability for the removal and replacement of all fencing, netting and other structures as contemplated for the Expo. The removal and replacement of any and all fencing, netting and structures must be done by a licensed contractor pre-approved by the Director of Parks and Recreation and the Director of Public Works.

3.6.3. City reserves the right to inspect the Premises at any time.

3.6.4. Licensee shall be liable for the cost of any repairs the Director determines is necessary to restore the Premises to the condition it was in prior to the Expo.

### 3.7 Police, Security and Special Events Staff

3.7.1. Section 3.28. Licensee shall submit a written security plan, which shall be approved by the Chief of Police or his designated officer at least thirty (30) days prior to the Commencement Date. The written security plan shall include the following:

3.7.1.1 Crowd estimated and any anticipated security problems.

3.7.1.2 The company name, address, and telephone number of any retained private security firm, and their representative.

3.7.1.3 The number of both uniformed and non-uniformed security personnel to be assigned to the event at all times with their specific security assignments.

3.7.1.4 The number of security officers, if any, who will be armed.

3.7.1.5 Scheduling for security officers 30 minutes prior and after public operation.

3.7.1.6 Any other information required by the Chief of Police.

3.7.2. The Chief of Police shall have final authority to approve, modify or revoke the security plan and to assign City police officers at the expense of Licensee, based on the need for public safety.

3.7.3. Licensee shall notify the Chief of Police or his designee at least twenty-four (24) hours before any change in the operating schedule.

3.7.4. Licensee shall maintain a minimum of one (1) adult member of its organization to supervise all activities during operation. This adult member must be identified to the Director prior to the event as the on-site contact person.



3.7.5. Licensee shall provide security guards in conformance with the security deployment schedule attached hereto as “Exhibit C”.

3.7.6. At all times during operational hours, Licensee shall have an assigned adult to supervise and oversee each activity and activity area at the Expo.

### 3.8 Business License and Fees

3.8.1. Licensee and any and all food vendors shall obtain a City business license seven (7) days prior to the Commencement Date, at City Hall, 6550 Miles Avenue, Room 127, Huntington Park, CA. License fees per operating day for Licensee engagements are \$200.

3.8.1.1 Food vendors, prior to issuance of City license, must present County Health Department permit.

3.8.1.2 Non-profit organizations with documented non-profit status and businesses with current City licenses are exempt from obtaining business license.

3.8.1.3 Four (4) days in advance of set-up, Licensee shall submit a list of all vendors to the City’s Business License Office.

3.9 Water Usage: City cannot provide potable water for use by Licensee. Licensee must coordinate and arrange for the provision of its own water for the Expo and related uses.

**[END SPECIAL LICENSE PROVISIONS]**

**SECTION FOUR:**  
**MAP OF THE PREMISES**

**[END MAP OF THE PREMISES]**

**SECTION FIVE:**  
**USE OF PREMISES**

Licensee is hereby granted permission to use the Premises for the purpose of conducting a Sports Expo currently known as the “Telemundo Sports Experience” (the “Expo”) as outlined in Exhibit “A” attached hereto and incorporated herein by this reference. All dates pertaining to this activity while on the Premises are listed herewith.

Friday, June 3, 2016   Enter/Set-up 7:00 a.m. to 9:00 p.m. ( line the area only)

Saturday, June 4, 2016        Set-up 7:00 a.m. to 2:00 p.m./Inspection at 3:00 p.m.

Sunday, June 5, 2016        Event opens @11:00 a.m. and runs until 6:00 p.m.

Sunday, June 5, 2016        Breakdown event at 6:00 p.m. until midnight

**[END USE OF PREMISES]**

**SECTION SIX:**  
**LICENSE FEE SCHEDULE**

6.1 Licensee shall deposit \$2,500 in the form of a check payable to "CITY OF HUNTINGTON PARK" at least seven (7) days prior to the Commencement Date. The deposit shall be personally submitted to the City at the address set forth in Paragraph 2.8.1 above. The deposit shall be refunded if the Premises is left in the same condition it was in prior to the Expo (i.e. clean and undamaged) and all required fees and charges have been paid to City. The deposit or portion thereof, shall be released by the Finance Department upon demand of the Director of Parks & Recreation.

6.2 Licensee shall be responsible for any amount over \$2,500 required to cover restoration charges and/or additional fees and charges required herein.

6.3 Licensee shall pay City any restoration charges and/or fees/charges required under this agreement, no later than 5 p.m. on June 7, 2016.

6.4 In good faith, and to recognize City for its participation, Licensee agrees to pay a fee of twenty thousand dollars (\$20,000) for park area improvements commensurate with the execution of this Agreement. Said fee shall be paid within fifteen (15) days of the effective date of this Agreement.

6.5 Licensee agrees to pay the fees for any and all police officers who will provide services in conjunction with the event at the hourly rate of fifty-five dollars per hour (\$55.00/hour) for each officer, and any additional officers as needed or determined by the Chief of Police.

**[END OF LICENSE FEE SCHEDULE]**



**EXHIBIT “A”**  
**SPORTS EXPO PROPOSAL**

**EXHIBIT “B”**  
**COMFORT STATION CLEANING SCHEDULE**

**EXHIBIT “C”**  
**SECURITY DEPLOYMENT SCHEDULE**

## 2016 Telemundo Experiencia Deportiva

### Activities Schedule

#### Exhibitors Move In/Out Schedule

Date	Move in	Move out	Park Lights
Saturday, June 4	8.00 am- 6.00 pm Inspection 3:00 pm		8.00pm – 12.00am
Sunday, June 5	Exhibitor 7:30 - 10:30 am	All booths must be completed by 10:00 PM	12.00am-6.00am 8.00pm – 10.00pm

#### Entertainment

##### Boxing Ring

Start	Finish	DURATION	ACTIVITY	TYPE	PRESENTER
12:00 p.m.	12:30 p.m.	30min	Wrestling	(2 vs 2) Couple Match	Territory League
12:30 p.m.	1:00 p.m.	30 min	Karate	(6 to 10 year Old)	YMCA
1:00 p.m.	1:30 p.m.	30 min	Wrestling	(2 vs 2) Couple Match	Territory League
1:30p.m.	2:00 p.m.	30 min	Wrestling	(2 vs 2) Couple Match	Territory League
2:00 p.m.	2:30 p.m.	30 min	Wrestling	(2 vs 2) Couple Match	Territory League
2:30 p.m.	3:00 p.m.	30 min	Karate	(10 to 15 year Old)	YMCA
3:00 p.m.	3:30 p.m.	30 min	Kick Boxing	Maui Thai- Boxing	Salas Fighters Inc.
3:30 p.m..	4:00 p.m.	30 min	Wrestling	(2 vs 2) Couple Match	Territory League
4:00 p.m.	4:30 p.m.	30 min	Wrestling	(2 vs 2) Couple Match	Territory League
4:30 p.m.	5:00 p.m.	30 min	Kick Boxing	Maui Thai- Boxing	Salas Fighters Inc.
5:00 p.m.	5:30 p.m.	30 min	Wrestling	(2 vs 2) Couple Match	Territory League
5:30 p.m.	6:00 p.m.	30 min	Wrestling	(2 vs 2) Couple Match	Territory League

##### Main Stage

Activity	Presenter	TIME
Games, presentations, appearances.	Telemundo Talent TBC	11.00am to 6.00pm

##### Interactive Games

Game	Time
4 Way Trampoline	11.00am to 6.00pm
Rock Wall	
Baseball Speed Cage	
Zip Line	
Obstacle Course	
Super Slide	
3 Point Field Goal	

### ***Sport Exhibitions and Clinics***

<b><i>Activity</i></b>	<b><i>Presenter</i></b>	<b><i>TIME</i></b>
Gymnastics and cheerleading exhibition	Telemundo	12.00pm to 5.00pm
Four on four Soccer	La Curacao	12.00pm to 4.00pm

### **Cleaning**

<b><i>Activity</i></b>	<b><i>TIME</i></b>
During event	12.00pm to 6.00pm
Post Event	6.00pm to 9.00pm

### **Security**

<b><i>Area</i></b>	<b><i>Time</i></b>
Overnight Security	Sat 5.00pm - Sun 7.00am
Starting at Barricaded Streets. Vehicle entrance and exits to Salt Lake Park on Saturn and Florence	7.00am
VIP Parking (2 VIP Parking+ 1 Cheerleaders Access Area)	Sun7.00am-6.00pm
Vendor, VIP Area	Sun 7.00am-6.00pm
Roving Teams throughout Venue	Sun 10.30am-6.00pm
Huntington Park Police Roving Through Venue	Sun 11.00am-6.00pm



# **CITY OF HUNTINGTON PARK**

Department of Parks and Recreation  
City Council Agenda Report

April 5, 2016

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

## **REVIEW AND CONSIDER CONCESSIONAIRE SERVICES AT KELLER PARK**

Dear Mayor and Members of the City Council:

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

1. Review Sample RFQ for Concessionaire Services; and
2. Direct staff to issue a Request for Qualifications for Concessionaire Services at Keller Park.

### **BACKGROUND**

At the March 15, 2016 council meeting, staff was directed to demolish the concession stand based on the condition of the existing structure based on Building and Safety review. Additionally, council directed staff to prepare a sample RFQ for concessionaire services. It is important to note that upon further research the city attorney recommended that staff prepare a Request for Qualifications with the understanding that it will provide the city more flexibility in vetting out concessionaire qualifications, additionally allow the city to negotiate the best possible vendor for the site.

### **FINANCIAL IMPACT/FINANCING**

No additional budget appropriation is required for this action. Potential Concessionaire Services providers may propose to provide the concession services facility, a percentage of sales, and/or a flat rate to the City. The proposed concessionaire services and potential income value of the service contract with the City will be estimated after the request for qualifications is processed and evaluated. The concession stand may be provided by the Concessionaire Services as part of their proposal for Concessionaire Services. There is currently no specified funding source for concession stand structure construction at Keller Park.

## **REVIEW AND CONSIDER CONCESSIONAIRE SERVICES AT KELLER PARK**

April 5, 2016

Page 2 of 2

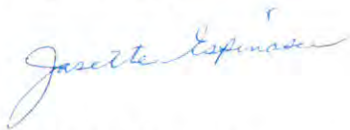
### **CONCLUSION**

Upon Council direction, staff will issue an RFQ for Concessionaire Services.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Josette Espinosa  
Parks and Recreation Director

### **Attachments**

- A. Sample RFQ for Concessionaire Services

# **CITY OF HUNTINGTON PARK**

**City Council Meeting  
Tuesday, April 5, 2016**

## **PARKS AND RECREATION**

### **Item 10.**

**Review and Consider Concessionaire Services at Keller Park**

### **ATTACHMENT A:**

Available Monday, April 4, 2016





# CITY OF HUNTINGTON PARK

Department of Parks and Recreation  
City Council Agenda Report

April 5, 2016

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF AN ACTIVITIES IN PUBLIC PLACES PERMIT FOR THE REDEMPTION CHURCH IN THE CITY OF COMMERCE**

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

1. Approve Activities in Public Places permit for use of the Salt Lake Park Parking Lot on Saturday, April 9, 2016 on behalf of The Redemption Church of Commerce,
2. Consider a reduction in Special Event refundable deposit from \$2,500 to \$500.

### **BACKGROUND**

Josue "Joshua" Vasquez Lopez, Resident of Huntington Park and Pastor of The Redemption Church located in a neighboring city, submitted a facility use permit to host a religious event scheduled Saturday, April 9, 2016, at Salt Lake Park. The event features a stage, DJ, Raffles and live performances of biblical stories. The group has invited guests but the event will also be open to the public at no cost.

The event schedule will be as follows:

Setup:	3:00 a.m. - 5:00 p.m. on Saturday, April 9, 2016
Commencement:	6:00 p.m. on Saturday, April 9, 2016
Culmination:	8:00 p.m. on Saturday, April 9, 2016
Cleanup:	8:00 p.m. – 9:00 p.m., April 9, 2016

This is the first year that such event is to be held at Salt Lake Park. The expected attendance is approximately 150-200. The Redemption Church is not requesting a fee waiver and will pay all event costs including facility rental fees, departmental services charges for personnel from the Parks and Recreation Department, Huntington Park Police Department and The Public Works Department, building inspection fees and identifying a security plan, which complies with City requisites.

**CONSIDERATION AND APPROVAL OF AN ACTIVITIES IN PUBLIC PLACES  
PERMIT FOR THE REDEMPTION CHURCH**

April 5, 2016

Page 2 of 2

It should also be noted that the request for approval is being placed before the City Council with short notice because the applicant originally indicated that their event would be much smaller, then later disclosed that there would be a stage involved. Due to this and the number of expected attendees and area being reserved, staff determined that the matter should go to the City Council for consideration of approval.

The organization is requesting a reduced rate for the refundable deposit.

**FISCAL IMPACT/FINANCING**

The total cost for the event (not including the final HPPD fees) including the \$500 refundable deposit, is as follows:

Refundable Deposit	<input type="checkbox"/> \$500
Facility fee:	<input type="checkbox"/> \$150.00
Personnel fee:	<input type="checkbox"/> \$102.00
Permits and inspection:	<input type="checkbox"/> \$400.00
Application Fee:	<input type="checkbox"/> \$30.00
Police Fee (if required)	\$732.45

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**Total fees: \$1,182**

**CONCLUSION**

Upon City Council approval, staff will conduct a meeting to discuss entire event logistics and if police fees and permit fees are applicable. The Redemption Church of Commerce will pay all fees and permits associated with their activity in a public place permit, and will furnish insurance and all other pertinent paperwork for the event.

Respectfully submitted



EDGAR P. CISNEROS  
City Manager



Josette Espinosa  
Director of Parks and Recreation

**ATTACHMENTS**

A: Facility Permit Request

Submitted only



# Facility Rental Application

Please use this Application to submit your request to rent space at the City of Huntington Park's Department of Parks and Recreation. **In order to reserve a facility for private special events, facility rental applications and rental fees MUST be submitted and paid in full a minimum of 2 weeks prior to event date(s)** (Please see policy for adding time to your rental). Submission of this application does not guarantee rental of facility.

## CONTACT INFORMATION

NAME OF GROUP/ORGANIZATION \_\_\_\_\_ TAX ID # (Non-profits only) \_\_\_\_\_  
APPLICANT NAME/PERSON RESPONSIBLE Jose Varquez TITLE Preacher  
CELL PHONE 213) 984-5355 ALTERNATE PHONE \_\_\_\_\_  
EMAIL JoshLopezfiles@gmail.com  
ADDRESS 6916 Benson CITY Huntington Park STATE C.A ZIP 91731

## EVENT INFORMATION

SET UP DAY(S)/DATE(S) REQUESTED\* 1 EVENT DAY(S)/DATE(S) REQUESTED\* 3/26/16/4/9/16  
NAME AND TYPE OF EVENT Redemption-Religious ESTIMATED ATTENDANCE 200 100-150  
FACILITY REQUESTED, IF KNOWN Southwest Parking Lot (Facing Florence Ave.)  
SET UP START TIME 3 P.M. SET UP END TIME 5 P.M. EVENT START TIME 6 P.M. EVENT END TIME 8 P.M.  
\* If more than three (3) dates are requested, please list all dates and times in "COMMENT / ADDITIONAL DATES" section on backside.

## EVENT DETAILS

- 1. Is your event open to the public? ☒ Yes ☐ No (If yes, liability insurance required)
- 2. Is this a fundraising event? ☐ Yes ☒ No (If yes, liability insurance required)
- 3. Will there be admission, charge or donation? ☐ Yes ☒ No (If yes, liability insurance required)
- 4. Is the celebrant of your event younger than 21 years and will alcohol be served during the event? ☐ Yes ☒ No (If yes, please see security guard policy)
- 5. Will alcoholic beverages be sold at the event? ☐ Yes ☒ No (If yes, liability insurance & ABC license required)
- 6. Will non pre-packaged food be served? ☐ Yes ☒ No (If yes, janitorial services are required)
- 7. Is this an organized sports activity? ☐ Yes ☒ No (If yes, liability insurance required)
- 8. Will Caterer/Bartender be onsite during your event? ☐ Yes ☒ No (If yes, liability insurance & BL required)

Please sign below to confirm that the information contained on this application is accurate

SIGNATURE [Signature] DATE 2/29/16

STAFF USE ONLY			
APPLICATION RECEIVED BY <u>Joanna</u>	APPLICATION APPROVED BY _____		
APPLICATION PROCESSED/LOGGED BY _____			
FACILITY FEES DUE _____	STAFF FEES DUE _____	JANITORIAL FEES DUE _____	KITCHEN FEES DUE _____
DEPOSIT DUE _____	RECEIPT NO. _____	PAYMENT TYPE: CHECK MONEY ORDER VISA/MASTERCARD	
JANITORIAL & SECURITY SERVICES CONFIRMED BY _____			CONFIRMATION DATE _____

Invoice sent 3/2/16  
2-5 hr  
\$22.45 732 45

# Facility Rental Information



## GENERAL J.V.

- A permit is required for use of any indoor park facilities or organized use of outdoor park facilities (such as team practices, soccer league games, etc.). Permits are required for outdoor facilities for groups of 25+. Permits are required for outdoor athletic field use for groups of 13+.
- **Minimum Reservation** - The minimum reservation time for the use of any park facility for private special events occurring on a weekend, such as birthdays, anniversaries, weddings, etc., is five (5) hours. Same day permits are available on an hourly basis for small scale events, such as membership meetings and trainings/workshops only if those events take place during the Department's normal hours of operation; if the facility is available and if the Director of Parks and Recreation or designee approves said use.
- **Kitchen Use** - Kitchen is not available for use by permittees for the purpose of cooking food. The permittee has access to the kitchen's stove to re-warm food, hand sink(s), refrigerator, freezer, ice machine, food storage racks, microwave, and counter tops, where and when applicable.
- **Tables & Chairs** - Permittee must supply own tables and chairs for private special events. All equipment provided by permittee must be removed at the conclusion of the event. Tables and chairs used for events which occur on the weekend (5 p.m. Friday – Sunday) may be picked up on the following day per the following schedule: Perez Park facilities between 9:30 a.m. – 11:30: a.m.; Freedom Park and Huntington Park Community Center facilities between 2:30 – 4:30 p.m.; Salt Lake Park facilities between 4:30 – 6:30 p.m. If tables/chairs are left inside the facility past the provided timeframe, the permittee will be charged a \$50 penalty fee (deducted from deposit) per day until the tables/chairs are picked up. The City is not responsible for lost, stolen or vandalized equipment, personal belongings, decorations or furniture left behind by permittee. **Vehicles** may not be parked on facility walkways for the purpose of loading or unloading equipment.

## APPLICATION PROCESS AND FEES J.V.

- **Application Deadline** - Facility rental applications and fees must be submitted and paid in full a minimum of 2 weeks prior to the event date.
  - Facility rental permits shall not be granted for events scheduled more than one calendar year from the time the application is submitted.
- **Make Payment To** - Fees must be paid by check or money order made payable to "City of Huntington Park" or by Visa/MasterCard (No cash). Full payment is required at time facility rental permit application is submitted.
- **Business License**
  - Business license for caterers based in Huntington Park: A valid business license must be on file with the city's Finance Department at least one week prior to event date.
  - Business license for caterers based outside of Huntington Park: A copy of a valid business license must be submitted to the Parks and Recreation Department at least one week prior to event date.
- **Fee Waivers** - Facility rental fee waivers must be approved by the Parks and Recreation Commission and/or City Council. If you would like to request a fee waiver, please submit a completed facility rental permit application, along with a letter requesting the fee waiver, at least 60 days prior to the event. The letter of request shall include the following: (A) names and addresses of board members, (B) the event's purpose and benefits to the community, (C) the event's proposed budget including all revenues and expenditures, (D) how the event's proceeds are to be used. (Proceeds are to be used exclusively within the community for charitable or non-profit activities involving youth or adult programs). In addition, the person requesting the fee waiver must attend the commission and/or City Council meeting when the request is being considered. Ongoing facility permits for events where fees are waived will be limited to 3-month periods.
- **Weekend Rates** - Facility rentals for events held from 5 p.m. Friday through Sunday will be charged the "Weekend Rate" from the current rental fee schedule.
- **Adding Time to Your Rental** - Requests and payment in full for additional hours to be added to a private special event rental must be made to the department in writing no later than five (5) business days prior to the reservation date. No more than 3 hours maybe added per private special event rental if five (5) or less business days remain before the event is scheduled to take place.

## INSURANCE J.V.

General liability insurance of the type and amount (at least \$1 million) required by the Director of Parks and Recreation shall be a condition of facility rental. Failure to provide adequate insurance may be a cause of the City to reject a rental application. Insurance will be required for any function or event which is used for: fundraising, charges admission, will sell alcohol, is open to the public, is an organized sports activity where membership is required to participate, will be physically catered/bartended onsite on day(s) of event, and/or may attract a crowd of observers. A certificate of liability insurance shall name the City of Huntington Park as an additional insured and be provided five (5) business days in advance of the event. Minor events such as family reunions, picnics, etc., do not require liability insurance unless open to the public or deemed necessary by the Director.

It is the responsibility of the permit holder to ensure that vendors have obtained a business license, health permit, liability insurance or any permit necessary. The permittee must obtain copies of these documents and have them readily available.

## SECURITY DEPOSITS J.V.

- **Security Deposit Refunds** - Allow 4-6 weeks after event has taken place for refund of deposit. Deposits will be mailed to name/address listed on facility rental application. Deposits will be withheld by the City if the permittee is in violation of the rules and regulations. If the entire deposit is used to pay fees incurred as a result of the event, the city reserves the right to bill the permittee additional costs.
- **Annual Deposits** - Deposits for annual or ongoing rentals will be refunded on an annual basis at the end of the calendar year. Deposits must be re-paid to the City for subsequent rentals (i.e. deposits do not carry over into the next calendar year).



# CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

April 5, 2016

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:

**RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE  
STATE WATER RESOURCES CONTROL BOARD FOR FINANCIAL ASSISTANCE  
AND/ OR GRANT FUNDING FOR WELL NO. 17**

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

1. Approve Resolution No. 2016-11, Authorizing to sign and file a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning and/or design for improvements to Well 17; and
2. Authorize the City Manager to execute the grant application.

**BACKGROUND**

The City of Huntington Park Miles Avenue Well (Well 17) site was taken out of production by order of the California Health Department due to high nitrate levels in 2010. On February 16, 2016 City Council authorized the City Manager to enter into a Memorandum of Understanding (MOU) with the Water Replenishment District (WRD) to facilitate the grant application process for State funding to make the necessary improvements to return Well 17 to service.

The recently instituted program at WRD, assists communities such as Huntington Park through the Disadvantaged Communities (DAC) Drinking Water Program. This program will assist the City in applying for funding through the State Water Resources Control Board's Safe Drinking Water State Revolving Fund (DWSRF). Proposition 1 and the State Revolving Fund contributes to this program. WRD's assistance includes providing a comparative feasibility study, which is included in the City's funding request application. Most of the data and information has been gathered and the City is now poised to submit the grant application.



**RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE  
STATE WATER RESOURCES CONTROL BOARD FOR FINANCIAL ASSISTANCE  
AND/ OR GRANT FUNDING FOR WELL NO. 17**

APRIL 5, 2016

Page 2 of 2

**FISCAL IMPACT/FINANCING**

No matching funds are required. There is no direct impact on the current budget. If grant funding is secured by the City, the City will avoid incurring the expense necessary to remediate Well 17. By remediating Well 17, the City will reduce consumption of costly imported water and instead rely on domestically produced water. The City will reimburse the WRD for funds spent preparing the grant application. These funds are included in the grant application so there is no cost to the City.

**LEGAL AND PROGRAM REQUIREMENTS**

In order to proceed, it is necessary to obtain a Resolution from City Council in order to apply for grant funding. Should the City successfully obtain funding for the project the City will refund the WRD for any and all costs incurred by the WRD on behalf of the City. This funding will come from the grant so there is no cost to the City.

A Notice of Exemption is required as part of the application. At the completion of the project, City will obtain a Permit to Operate by the State Water Resources Control Board.

**CONCLUSION**

Upon authorization, direct the City Clerk to obtain the required signatures and send the fully executed Resolution to the Water Replenishment District as part of the grant application.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Michael Ackerman  
City Engineer

**ATTACHMENTS**

- A. Resolution No. 2016-11, Authorizing to Sign and File a Financial Assistance Application for a Financing Agreement from the State Water Resources Control Board for the Planning and/or Design for Improvements to Well No. 17

## ATTACHMENT "A"

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**RESOLUTION NO. 2016-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK AUTHORIZING TO SIGN AND  
FILE A FINANCIAL ASSISTANCE APPLICATION FOR A  
FINANCING AGREEMENT FROM THE STATE WATER  
RESOURCES CONTROL BOARD FOR THE PLANNING  
AND/OR DESIGN FOR IMPROVEMENTS TO WELL NO.  
17**

**WHEREAS**, the recently instituted program at Water Replenishment District (WRD), assists communities such as Huntington Park through the Disadvantaged Communities (DAC) Drinking Water Program; and

**WHEREAS**, this program will assist the City in applying for funding through the State Water Resources Control Board's Safe Drinking Water State Revolving Fund (DWSRF). Proposition 1 and the State Revolving Fund contributes to this program; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK (the "Entity"), AS FOLLOWS:**

**SECTION 1.** The City Manager or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning and/or design of the Miles Avenue Water Quality Improvement Project.

**SECTION 2.** This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement form the State Water Resources Control Board and any amendments or changes thereto.

**SECTION 3.** This Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the entity and compliance with applicable state and federal laws.

**PASSED, APPROVED and ADOPTED** this 5<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Graciela Ortiz, Mayor

ATTEST:

\_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk



## CANCELLATIONS J.V.

Certain fees will be retained by the city for cancellations of facility rentals based on the following schedule:

Cancellation Period	AMOUNT REFUNDED TO CUSTOMER			
	Facility Fees	Security Deposit	Personnel Fees	Janitorial Fees
90+ days before event	100%	100%	100%	100%
46-89 days before event	75%	100%	100%	100%
15-45 days before event	50%	100%	100%	100%
14 or less days before event	0%	100%	0%	100%

Please note: Days listed are calendar days

## EVENT SETUP AND CLEANUP J.V.

- It is the responsibility of the permit group to manage set-up and break down. City equipment may be used during normal hours of operation when available and reserved in the permit (certain exceptions apply). Group must leave the room or park area exactly as they found it. If staff is required to clean-up, breakdown, repair or replace items or the area, fees will be subtracted from deposit.
- At the conclusion of the event, rented tables and chairs must be left in the designated area.
- If permittee leaves any equipment, personal belongings, decorations or furniture in city facilities, permittee will be charged a \$50 penalty fee (deducted from deposit) per day until the said items are picked up. The fee will be deducted from the deposit. The City is not responsible for lost, stolen or vandalized equipment, personal belongings, decorations or furniture left behind by permittee.†
- Set-ups for events scheduled to take place on Saturdays or Sundays may be done Friday after 5 p.m. only.

## RULES AND REGULATIONS J.V.

- Smoking** and use of tobacco-related products is prohibited at all city parks and facilities (Municipal Code Sec. 4-12.03).
- Noise** that disturbs the peace and quiet of any neighborhood is prohibited (Municipal Code Section 5-11.01). As such, live entertainment is prohibited at the Senior Park Pavilion after 10 p.m., and DJs are prohibited after 11 p.m.
- Decorations** must be non-flammable and must be labeled as state fire marshal approved fire retarding material or be certified by approved companies. The use of tape other than masking tape is prohibited. The use of tacks, nails, scotch tape, staples, or similar fasteners is not allowed. Candles are not allowed.
- The entryway and hallway areas must be kept clear of guests and equipment. Children must remain inside the rented premises and must be supervised at all times.
- Electronics** - Fog machines are not allowed during indoor facility rentals. Facilities support electronic equipment up to 100 volt, 15 amp.
- Jumpers bounce houses**, inflatables, or waters slides are not allowed on park premises.
- No Taco Grills/Carts** allowed inside City buildings.

## ALCOHOLIC BEVERAGES J.V.

Alcoholic beverages are allowed at private events. Two security guards, at a minimum, are required for events where alcohol will be served and the celebrant is 21 years of age or younger, regardless of the number of guests. Events for minors include, but are not limited to, the following: Baptisms, Birthday parties for people under 21 years old, Quinceañeras, and First Communion/Confirmation celebrations

- Glass Containers** are not allowed for alcoholic beverages (except for wine or champagne).
- Liquor** must be distributed through a bar using paper or plastic containers.
- Permittee shall supply all alcoholic beverages. Guests are not allowed to bring their own alcoholic drinks. Alcoholic beverages shall remain inside the building, and are prohibited outside on park facilities.

## SECURITY POLICY J.V.

The City of Huntington Park reserves the right to request licensed security officers for security purposes per the discretion of the Director of Parks and Recreation (or designee). The guard to guest ratio is as follows:

With Alcohol	Without Alcohol
1 - 50 guests = 1 guard	1 - 25 guests = No guard
51 - 99 guests = 2 guards	26 - 99 guests = 1 guard
100 - 199 guests = 3 guards	100 - 199 = 2 guards
200 - 250 guests = 4 guards	200 - 250 = 3 guards

Applicant must contact one of the security guard companies listed below and arrange security services directly with the company. A receipt or contract showing the number of guards and hours contracted must be submitted within 5 business days of event date(s). For hourly guard rates, please contact the security guard company directly. Permittee is liable for payment of additional security services, if more than the stated number of guests on the application is in attendance on the day of the event(s).

### Security Guard Company Options

**High Quality Security** - (877) 889-8970 - [www.highqualitysecurity.com](http://www.highqualitysecurity.com)

**Marshal Security Services** - (818) 974-3635 - [www.marshallsecurity.com](http://www.marshallsecurity.com) (PENDING INSURANCE APPROVAL)

\*\*For additional options, please consult with the Department of Parks and Recreation

PLEASE PRINT, SIGN AND DATE BELOW TO CONFIRM YOUR RECEIPT OF THE FACILITY RENTAL INFORMATION FORM

Josue Varquez  
Applicant Name (Print)

Josue Varquez  
Applicant Signature

\_\_\_\_\_  
Date



## **CITY OF HUNTINGTON PARK**

Public Works Department  
City Council Agenda Report

April 5, 2016

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:

### **SELECT AND APPROVE AWARD OF CONTRACT FOR GRAFFITI REMOVAL AND BUS STOP MAINTENANCE SERVICES**

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

1. Select the service provider for Graffiti Removal and Bus Stop Maintenance Services;
2. Approve award of contract services agreement for a base contract amount annually with a maximum of two 1-year extensions of term;
3. Authorize City Manager to execute the agreement; and
4. Encumber the remaining portion of the annual contract amount for 2015-2016 for the payment of Graffiti removal and Bus Stop Maintenance Services.

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

The City of Huntington Park (City) currently contracts graffiti removal from various surfaces on private, residential, commercial, industrial and public property in the City. Graffiti Protection Company (GPC) is the City's current graffiti removal service contractor. The contract expired on May 1, 2009, but was continued on a monthly basis under the same terms.

The City currently contracts bus stop and shelter maintenance services. GPC is the current bus stop maintenance services contractor for a portion of the scope of work that is included in this contract, the rest is addressed by city staff. The contract expired on December 31, 2014, but was continued on a monthly basis under the same terms.

## **SELECT AND APPROVE AWARD OF CONTRACT FOR GRAFFITI REMOVAL AND BUS STOP MAINTENANCE SERVICES**

April 5, 2016

Page 2 of 3

As part of the solicitation of the Graffiti Removal and Bus Stop Maintenance service contractor, staff conducted two requests for proposals on August 20, 2015 and on November 6, 2015. During the 1<sup>st</sup> publication, 15 companies requested the Request for Proposal (RFP) packages and 2 proposals were received. On the 2<sup>nd</sup> publication, 8 companies requested the RFP and 1 proposal was received.

The qualified bidder's proposals were as follows:

<b>NAME</b>	<b>GRAFFITI REMOVAL</b>	<b>BUS STOP MAINTENANCE</b>
<b>Graffiti Protective Coating, Inc (GPC)</b>	\$388,200	\$73,680
<b>Jaaz</b>	\$255,000	\$140,000
<b>Nationwide Environmental Services</b>	*\$546,591.10	\$111,462

\*Additional Cost – Paint to be provided by the City

### **FISCAL IMPACT/FINANCING**

Funds for the graffiti removal and bus stop maintenance services are currently budgeted for FY 15/16 in amounts sufficient to cover the costs for the remainder of the fiscal year in the following accounts:

CBDG	239-8095-431.56-75
General Fund	111-8095-431.56-75
Prop C	220-8070-431.56-41

The current annual fees for these services total \$450,175.44.  
The current monthly contract fees for services total \$37,514.62.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract effective date will be May 1, 2016 with two, optional, 1-year extensions of term.

**SELECT AND APPROVE AWARD OF CONTRACT FOR GRAFFITI REMOVAL AND  
BUS STOP MAINTENANCE SERVICES**

April 5, 2016

Page 3 of 3

**CONCLUSION**

Upon Council approval and selection of service provider Council deems most qualified, award the contract services agreement for Graffiti Removal and Bus Stop Maintenance, Encumber remaining portion of contract amount for FY 15-16 and authorize City Manager to execute the Contract.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Michael Ackerman  
City Engineer

**ATTACHMENTS**

- A. Sample Contract Services Agreement (Graffiti Removal Agreement and Bus Stop Maintenance Agreement)
- B. Exhibit A - Scope of Services
- C. Scope of Services Supplemental Questionnaires



## GRAFFITI REMOVAL AND BUS STOP MAINTENANCE SERVICES

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and [\_\_\_\_REPLACE WITH NAME OF CONTRACTOR\_\_\_\_], a [\_\_\_\_REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.\_\_\_\_] (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and

### I.

#### ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of 1 year. Commencing from May 1, 2016. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum two 1 year extensions of term, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section



shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, Exhibit A, in accordance with the compensation schedule which is [\_\_\_\_THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT\_\_\_\_\_] (hereinafter, the "Approved Rate Schedule").

- A. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [\_\_\_\_REPLACE WITH NOT-TO-EXCEED SUM\_\_\_\_\_] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a

period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

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

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

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

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

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



has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

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

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

2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

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

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

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR

expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

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

on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

## 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably

cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

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

prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
  - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
  - iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

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

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



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

## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

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

**CONTRACTOR:**

[REPLACE WITH Business Name of CONTRACTOR\_]

[REPLACE WITH Business Address\_]

Attn: [REPLACE WITH Name/Title of CONTRACTOR'S chief contact\_]

Phone: [REPLACE WITH Phone Number\_]

Fax: [REPLACE WITH Fax Number\_]

Email: [If available, REPLACE WITH e-mail or simply delete\_]

**CITY:**

City of Huntington Park

Engineering and Public Works Dept.

6550 Miles Avenue

Huntington Park, CA 90255

Attn: Michael Ackerman

Phone: (323) 584-6253

Fax: (323) 588-4577

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

**[REPLACE WITH BUSINESS NAME OF  
CONTRACTOR, E.G., ACME CORP.]:**

By: \_\_\_\_\_  
Edgar Cisneros,  
City Manager

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

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

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

**APPROVED AS TO FORM:**

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

## **EXHIBIT A SCOPE OF SERVICES**

The Bus Stop scope of services is divided into three Services Area Categories A, B, and C. Each category level varies depending upon the frequency of service (see Attachment "A"). The contractor is to furnish all labor, materials (excluding water), tools equipment and supervision. The Contractor shall provide permits required by any government agency regarding bus stop cleaning for the City. Subcontractors shall be approved by the City's Public Works Department prior to commencing work. The winning Contractor shall be required to conduct a pre-award work sample to show competence. The City reserves the right to increase or decrease the number of bus stops, frequency or scope of services at no additional cost to the City. The scope of services includes all (approximately: 91) bus stops located within the City. All stops are categorized into three categories: A, B, and C type stops, which are based on the type of structure, signage, and other amenities such as benches, trash receptacles, pavement style, and the frequency of service.

### **Service Level Category A**

Category A bus stops are typically located in the most heavily trafficked areas of the City. This category most frequently consist of a bus sign, benches, trash receptacles and/or a shelter. There are approximately 51 Category A bus stops within the City (see Attachment A). The following is the Scope of Services and the frequency in which the work shall be performed:

Steam clean (not rinse) the bus stop hardscapes once a week; this includes the shelter, bus bench, pole signage posts, signs and trash receptacles; the steam clean operation shall include the removal of all graffiti, litter, gum, grease, and stains with the bus stop zone area. The bus stop zone area is approximately 20 feet in length and a width equal to the City right of way (ROW), which approximately extends from the gutter to the Sidewalks far edge. Empty all refuse receptacles within the bus zone area. This includes replacing of the trash cans liners with black liners. All trash collected can be disposed of at the City of Huntington Park's City Yard. All pressure washing equipment used shall be a minimum of five (5), gallons per minute (3,000 psi) of water only, no detergent and /or any chemicals, and produce a temperature of not less than 180 degrees. After steam cleaning, rinse entire shelter with de-ionizing water to eliminate water spots. Dry excess dripping water from the shelter horizontal understructure. Deodorize shelter and remove unauthorized postings affixed to any part of the shelter or signage. Missing bus stop poles and/or signs shall be reported to the Public Works Department with 24 hours. Remove and report any graffiti to Public Works within 24 hours.

### **Service Level Category B**

Category B bus stops are typically characterized by bus bench(s), trash receptacle(s) and sign(s); there are approximately 18 Category B locations within the City (see Attachment A). The scope of service for Category B is the same as Category A with the exception that the frequency of cleaning shall be every other week.

### **Service Level Category C**

Category C bus stops are typically characterized by a sign and trash receptacle. There are approximately 25 Category C locations within the City (see Attachment A). The scope of service for Category C is the same as Category A with the exception that the frequency of cleaning shall occur monthly.

## ATTACHMENT A

No.	Address	Location	Category A	Category B	Category C	Categories
1	3471	N/S of Florence W/O Salt Lake	X			A
2	3470	S/S of Florence W/O California			X	C
3	3401	N/S of Florence W/O Bissell	X			A
4	3420	S/S of Florence W/O Bissell	X			A
5	3205	N/S of Florence W/O State	X			A
6	3234	S/S of Florence E/O State	X			A
7	3203	N/S of Florence E/O Plaska		X		B
8	3416	S/S of Florence W/O State	X			A
9	3101	N/S of Florence E/O Mission Place	X			A
10	3100	S/S of Florence W/O Mission Place	X			A
11	3036	S/S of Florence between Cedar & Arbutus	X			A
12	2911	N/S of Florence E/O Mountain View	X			A
13	2721	N/S of Florence W/O Stafford	X			A
14	2667	N/S of Florence E/O Rita	X			A
15	2545	N/S of Florence W/O Pacific	X			A
16	2543	N/S of Florence E/O Rugby	X			A
17	2507	N/S of Florence E/O Malabar	X			A
18	2323	N/S of Florence W/O Santa Fe	X			A
19	2111	N/S of Florence E/O Alameda	X			A
20	1957	N/S of Florence E/O Wilson		X		B
21	1903	N/S of Gage E/O Wilmington	X			A
22	2010	S/S of Gage E/O Alameda		X		B
23	2200	S/S of Gage E/O Albany			X	C
24	2125	N/S of Gage W/O Albany			X	C
25	2316	N/S of Gage W/O Santa Fe	X			A
26	2416	S/S of Gage E/O Santa Fe	X			A
27	2480	S/S of Gage W/O Malabar	X			A
28	2501	N/S of Gage E/O Malabar	X			A
29	2606	S/S of Gage E/O Pacific	X			A
30	2607	N/S of Gage E/O Pacific	X			A
31	2670	S/S of Gage W/O Seville	X			A
32	2701	N/S of Gage E/O Seville	X			A
33	2822	S/S of Gage W/O Miles	X			A

34	2851	N/S of Gage E/O Miles	X			A
35	2970	S/S of Gage W/O Marconi	X			A
36	2967	N/S of Gage W/O Marconi	X			A
37	3084	S/S of Gage W/O State	X			A
38	3101	N/S of Gage E/O Salt Lake	X			A
39	3224	S/S of Gage W/O Hood	X			A
40	3231	N/S of Gage E/O Hood	X			A
41	3290	S/S of Gage W/O Hollenbeck			X	C
42	3303	N/S of Gage E/O Hollenbeck	X			A
43	3382	S/S of Gage W/O Salt Lake	X			A
44	2461	N/S of Gage E/O State	X			A
45	3090	S/S of Slauson W/O State	X			A
46	3000	N/S of Slauson - E/O of Bickett St			X	C
47	3001	S/S of Slauson - E/O of Bickett St			X	C
48	2801	N/S Slauson – W/O Soto Ave		X		B
49	2780	S/S of Slauson – W/O Templeton St	X			A
50	2675	N/S of Slauson - W/O Seville Ave		X		B
51	2674	S/S of Slauson - W/O Seville Ave	X			A
52	2600	S/S of Slauson - E/O Pacific	X			A
53	2580	S/S of Slauson - W/O Pacific Ave	X			A
54	2581	N/S Slauson - W/O Pacific Ave	X			A
55	2401	N/S of Slauson - E/O Santa Fe Ave	X			A
56	2360	S/S of Slauson - W/O Santa Fe Ave	X			A
57	2020	S/S of Slauson - W/O Regent			X	C
58	1900	S/S of Slauson - W/O Alameda		X		B
59	6407	W/S of Santa Fe - S/O Gage Ave		X		B
60	6601	W/S of Santa Fe - S/O Zoe		X		B
61	6602	E/S Santa Fe - S/O Zoe Ave		X		B
62	6905	W/S Santa Fe - S/O Saturn		X		B
63	6822	E/S of Santa Fe - N/O Saturn Ave		X		B
64	6000	E/S of Pacific – S/O Belgrave	X			A
65	5965	W/S of Pacific - N/O Belgrave	X			A
66	5901	W/S of Pacific – S/O Slauson	X			A



67	5900	E/S of Pacific – S/O Slauson Ave	X			A
68	5861	W/S of Pacific - N/O Slauson Ave	X			A
69	5702	E/S of Pacific - S/O 57th St	X			A
70	5621	W/S of Pacific - N/O 57th St	X			A
71	5420	E/S of Pacific - N/O 55th St	X			A
72	5225	W/S of Pacific - N/O 55th St	X			A
73	6901	W/S of State - S/O Slauson	X			A
74	7221	W/S of State - N/O Walnut			X	C
75	7420	W/S of State - N/O Live Oak			X	C
76	7653	W/S of State - S/O Hope		X		B
77	7620	E/S of State - N/O Hope			X	C
78	7722	W/S of State - N/O Olive			X	C
79	7719	E/S of State - N/O Olive		X		B
80	7865	W/S of State - N/O Broadway	X			A
81	7900	E/S of State - S/O Broadway		X		B
82	8021	W/S of State - N/O Santa Ana	X			A
83	8020	E/S of State - N/O Santa Ana		X		B
84	3259	N/S of Santa Ana - E/O State		X		B
85	3475	N/S of Santa Ana - W/O California Ave.		X		B
86		W/S of State St S/O 61st.			X.	C
87		N/S of Slauson E/O Templeton		X		B
88		N/S of Santa Ana between State and California Ave.			X	C
89		N/S of Santa Ana E/O Otis			X	C
90		N/S of Gage W/O Alameda			X	C
91		E/S of State N/O Live Oak			X	C

## **GRAFFITI REMOVAL SERVICES**

### **MINIMUM REQUIREMENTS GRAFFITI REMOVAL**

- C-33 Contractor's License.
- Insurance as required by the City of Huntington Park. This includes Worker Compensation Insurance encompassing all employees.
- All vehicles, equipment, tools and materials necessary for safe and effective graffiti removal.
- The Contractor will remove graffiti within 8 working hours after assignment by the City. All graffiti identified by the Contractor must be removed within 24 working hours. Any graffiti containing obscenities shall be removed immediately on identification or assignment.
- The Contractor will have and use reclamation equipment to prevent water used in the graffiti removal process from entering storm drains. Such water shall be disposed of properly.
- Contractor must have appropriate equipment to remove graffiti from hard to reach areas including elevated structures.
- Contractor's vehicle must be labeled with Contractor's business name.

### **WORK PERFORMED BY COMPANY OR INDIVIDUAL**

A crew is defined as one individual operating a marked service truck for the purpose of the removal of graffiti in the City of Huntington Park.

- Contractor is to provide 2 crews; best defined as 2 full time marked trucks with 1 operator per truck, 8 hours a day, 7 days a week with a minimum of 8 staggered working hours per day (consisting of two separate shifts per crew with the first shift commencing at 5:00 a.m. in the City of Huntington Park) with an option to increase the number of crews on an hourly rate when needed by the City of Huntington Park.
- Crews are to clean all commercial and residential streets, private residents, parking lots, alleys, two story buildings (first and second floors) and water well sites within the City limits.
- Contractor is to patrol streets as part of daily routine to seek and remove all visible vandalism. During patrols, Contractor is to remove all graffiti no matter how small including but not limited to walls, sidewalks, signs, curbs, windows, phones, hydrants, concrete light poles, steel light poles, water facilities, roofs, sewer lids, vents, streets, gutters, trees, trash cans, parking bumpers, doors, railings, garage sale signs, such stickers, mail boxes, banners, buildings, and all graffiti as directed.

- City is seeking to maintain the highest standard possible. Paint must be professional matched to existing color. Sidewalks, natural brick and stone must be pressure washed or removed in a manner not to harm surfaces. Damage to surfaces and any damage caused by contractor shall be repaired immediately at the contractor sole expense, without reimbursement from the City. Contractor is to secure a 24-hour response time in removing the graffiti from when the initial request is made.
- Contractor *MUST* provide a total of 10 hours of supervision per week as determined by City staff in consultation with the Contractor. Contractor is to provide verified worksheets from all trucks which must include graffiti removal sites, type of graffiti removed, approximate square footage, time-in, and time-out.
- Contractor must also perform a weekly cleaning of approximately eight (8) City-owned trash dumpster enclosures. A high-pressure steam cleaner must be used to clean dirt, grease, grime, graffiti, and the like from the interior and exterior walls of the enclosures and the grounds of the enclosures, up to a 5' radius from the walls of the trash enclosures. City is seeking to maintain these designated trash dumpster enclosures to the highest standard possible. Frequency of cleaning is subject to change upon the need of the City.
- Contractor to provide all equipment, tools, and other materials to complete trash dumpster enclosure cleaning as specified.

The Contractor will:

- Identify each graffiti incident using a City provided graffiti removal request form.
- Provide a daily list of each graffiti incidents removed by each crew.
- Provide a daily total of graffiti incidents removed by each crew.
- Carry a cellular phone and respond to calls.
- Immediately remove graffiti incidents containing obscenities of any type.

The Contractor agrees to provide a performance bond for the full amount of the contract, upon award of the contract.

#### WEB BASED WORK ORDER MANAGEMENT SYSTEM

- a. Contractor shall provide a real-time web based work order system for receiving, tracking, and closing work orders which City personnel may access. System must allow multiple photos per work order number.
- b. Work order shall include:
  - (1) Location or address;
  - (2) Before and after photos;

- (3) Date of work order creation;
  - (4) Date abatement performed;
  - (5) Response time in hours;
  - (6) City department;
  - (7) City contact name;
  - (8) Date of request;
  - (9) Date of work performed;
  - (10) Square footage;
  - (11) Surface type;
  - (12) Public or private property;
  - (13) Brief description of graffiti;
  - (14) Description of remedy; and
  - (15) Gang tag ID.
- c. Work order system shall include personalized and secure client logins, and City personnel may monitor City work orders and projects.
  - d. Location shall include a Global Positioning System (GPS) link attached to Google or other commonly used online mapping application.
  - e. Web based system must be able to show:
    - (1) All work order status;
    - (2) Maps of zones as provided by City;
    - (3) Response time to work orders;
    - (4) Cost by zones;
    - (5) Square footage cleaned by zones;
    - (6) Custom graphs;
    - (7) Custom reports; and
    - (8) Maps in Google Earth.
  - f. The City shall have access to this data following completion of work order for a period of three (3) years.
  - g. The graffiti data system shall import up to 15,000 locations as street addresses

and perform geocoding for all locations to gain GPS coordinates. The locations shall be stored in a data base and indexed for geospatial searching. The graffiti technician's mobile application shall allow work order creation only for valid City of Huntington Park locations.

### **Mobile Application Tool**

- a. Contractor shall provide a mobile application free for City personnel and the general public.
- b. This application shall allow for the submission of photos of graffiti electronically into Contractor's Work Order System.
- c. Reporting party will automatically receive an electronic response with before and after photos once the work has been completed.
- d. This application will be available on different platforms, including, but not limited to Apple iPhone and Google Android mobile devices.
  - (1) Mobile requests are to be electronically submitted to work order system and assigned a work order number in real time.
  - (2) Upon job completion a "Thank You" note with before and after photos are to be transmitted electronically to the resident's email address.
  - (3) Responding email must have a feedback link to an electronic survey that allows residents to rate services and response time.
  - (4) Application shall have the flexibility to allow reporting of other Public Service Requests.
  - (5) Application must be available on the Apple Store and Android marketplace at the sole cost of the Contractor.

Contractor must be able to demonstrate all aspects of the web based work order system and mobile application through a working version of software prior to award of contract, and must include Smartphone Application names and contact information for municipal customers.

### **Emergency Responses**

The City will have direct cell phone contact to the project manager, the assistant project manager, Contractor's President, as well as the 24-hour answering service that will be linked to the local office. Contractor shall guarantee a 1-hour or less response to all emergency requests.

**Graffiti Removal and Bus Stop Maintenance Services**  
**Finanlist Questions**

**GPC**

**Bus Shelter Maintenance**

- 1) How many vehicles will be dedicated to clean bus shelters? One
- 2) Please provide a description of the vehicles, make/model/year. Late model Chevy 3500 stakebed with custom set-up for bus shelter maintenance. See proposal for greater details.
- 3) How many employees will be assigned? One full time with back up staff as needed.
- 4) How many supervisors will be assigned? One
- 5) What are the hours of operation? 5:00 am to 1:00 pm
- 6) What are the days of operation? Monday, Wednesday, Friday
- 7) Please describe your pressure washing procedures. Steam clean to remove all gum and debris. See proposal for more details.
- 8) What are your wastewater recovery plans and procedures? Closed loop wastewater recovery equipment is mounted on the truck.
- 9) What is your procedure or how do you plan for holidays and special events? We have multiple staff trained in bus shelter maintenance, so someone will always be assigned to the project on the contracted days.

**Graffiti**

- 1) How many vehicles dedicated to graffiti abatement? Two
- 2) Please provide a description of the vehicles, make/model/year. Late model Chevy 2500 long bed trucks with custom equipment for graffiti removal. See proposal for greater details.

- 3) How many employees will be assigned? Two full time and two part time with additional back up staff as needed.
- 4) How many supervisors will be assigned? One
- 5) What are the hours of operation? 6am to 2pm
- 6) What are the days of operation? 7 Days per week
- 7) Will you have a dedicated toll-free phone number to report graffiti? Yes
- 8) What is your procedure or how do you plan for holidays and special events?  
We have multiple staff trained in graffiti removal, so someone will always be assigned to the project on the contracted days.

#### **Company Background**

- 1) What is your process for employee time-keeping? Please provide a sample timecard and check stub which identifies hours worked, regular pay, overtime, sick pay, etc. Weekly time sheets filled out and signed by employee. Sample attached.
- 2) Where is your yard located?  
Bell, California
- 3) Are your vehicles inspected and maintained at your yard?  
They are maintained by qualified mechanics at reputable shops. Employees perform a safety check of vehicle each day before starting work.
- 4) Where will your vehicles assigned to the City of Huntington Park be parked/stored?  
Bell, California
- 5) Where is your local office?  
Bell, California

#### **Cost**

- 1) Please separate your bid amount totals for bus shelter maintenance and graffiti abatement services.

Bus Shelters- \$73,680/YR   Graffiti Removal- \$388,200/YR



Graffiti Protective Coatings, Inc.  
 419 N. Larchmont Blvd. #264  
 Los Angeles, CA 90004

Direct Deposit

Employee Pay Stub

Check number: DD3840

Pay Period: 02/20/2016 - 02/26/2016

Pay Date: 03/04/2016

Employee

SSN

Earnings and Hours	Qty	Rate	Current	YTD Amount
Santa Ana Paint Reg	40:00	40.94	1,637.60	13,018.92
Santa Ana Paint Sat/OT	2:30	54.59	136.48	1,746.91
Holiday Pay				120.00
Sick Pay				240.00
Santa Ana Paint Sun/Hol				900.74
	42:30		1,774.08	16,026.57
Deductions From Gross			Current	YTD Amount
125 Health Insurance Plan			-17.28	-138.24
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-308.00	-2,805.00
Social Security Employee			-108.93	-985.08
Medicare Employee			-25.47	-230.38
CA - Withholding			-113.77	-1,031.83
CA - Disability Employee			-15.81	-142.99
			-571.98	-5,195.26
<b>Net Pay</b>			<b>1,184.82</b>	<b>10,693.05</b>

Direct Deposit Amount

1,184.82

Paid Time Off	Earned	YTD Used	Available
Vacation	0:46		6:54

Non-taxable Company Items	Current	YTD Amount
Company Paid Health Insurance	53.09	424.72

Memo

Direct Deposit

**Graffiti Protective Coatings**

419 N. Larchmont Blvd.  
Suite #264  
Los Angeles, CA 90004

Employee Name:                       
Week Starting: 2-20-16  
Week Ending: 2-26-16  
Pay Date: 3-4-16

**Weekly Employee Time Sheet**

Day of Week	Time In	Time Out	Meal In	Meal Out	Total Hrs	Regular Hrs	Overtime Hrs	Sick Hrs	Vacation Hrs
Sat									
Sun									
Mon	6:00	10:00	10:30	3:00	8	8	.5		
Tue	6:00	10:00	10:30	3:00	8	8	.5		
Wed	6:00	10:00	10:30	3:00	8	8	.5		
Thur	6:00	10:00	10:30	3:00	8	8	.5		
Fri	6:00	10:00	10:30	3:00	8	8	.5		
Total:					40	2.5			
Rate:									
Total (\$):									

Employee Signature:                     Date: 2-26-16Total (\$):                     

By signing above I confirm that I have accurately recorded my hours for the pay period. Also, by signing above I confirm that I have taken my required breaks and meal times for each day in the pay period and I confirm that I am in good health and I have not been injured on the job in the above pay period.

Al mejor de mi conocimiento yo confirmo que he registrado mis horas de trabajo para este periodo de pago. Tambien con firmar arriba confirmo que he tomado mis tiempos de descanso y horas de comida para cada periodo de pago y puedo confirmar que estoy en buena salud y que no he sido lesionado en el trabajo para el periodo de pago indicado.

**Graffiti Removal and Bus Stop Maintenance Services**  
**Finanlist Questions**

## **JAAZ**

### **Bus Shelter Maintenance**

- 1) How many vehicles will be dedicated to clean bus shelters?  
2 vehicles at all times
- 2) Please provide a description of the vehicles, make/model/year.  
We will purchase brand new vehicles.
- 3) How many employees will be assigned?  
4
- 4) How many supervisors will be assigned?  
2, one per shift
- 5) What are the hours of operation?  
Industrial and downtown areas would be from 9pm to 5am. All others will be from 8:00am to 4:00pm
- 6) What are the days of operation?  
Monday thru Saturday
- 7) Please describe your pressure washing procedures.  
Areas with chewing gum we will pressure wash with hot water. All other areas with cold water.
- 8) What are your wastewater recovery plans and procedures?  
All equipment it's equip with either recyclable or recovery tank.
- 9) What is your procedure or how do you plan for holidays and special events?  
According to the City needs.

### **Graffiti**

- 1) How many vehicles dedicated to graffiti abatement?  
2 vehicles
- 2) Please provide a description of the vehicles, make/model/year.  
We will purchase brand new vehicles.
- 3) How many employees will be assigned?  
3
- 4) How many supervisors will be assigned?  
1

- 5) What are the hours of operation?  
7:00am to 3:00pm and as need it
- 6) What are the days of operation?  
Monday thru Saturday
- 7) Will you have a dedicated toll-free phone number to report graffiti?  
Yes
- 8) What is your procedure or how do you plan for holidays and special events?  
As need it by the City

#### **Company Background**

- 1) What is your process for employee time-keeping? Please provide a sample timecard and check stub which identifies hours worked regular pay, overtime, sick pay, etc.
- 2) Where is your yard located?  
We are a small business; we keep our trucks at 7125 Garfield Ave Bell Gardens Ca 90201
- 3) Are your vehicles inspected and maintained at your yard?  
Yes
- 4) Where will your vehicles assigned to the City of Huntington Park be parked/stored?  
Once we obtain the contract we will lease a new location within the City of Huntington Park.
- 5) Where is your local office?  
7125 Garfield Ave Bell Gardens Ca 90201

#### **Cost**

- 1) Please separate your bid amount totals for bus shelter maintenance and graffiti abatement services.  
Bus Shelter Maintenance \$140,000.00 a year  
Graffiti Abatement \$255,000.00 a year

**Graffiti Removal and Bus Stop Maintenance Services**  
**Finalist Questions**  
**NATIONWIDE ENVIRONMENTAL SERVICES**

**Bus Shelter Maintenance**

- 1) How many vehicles will be dedicated to clean bus shelters?  
1 Primary & 1 Back-up
- 2) Please provide a description of the vehicles, make/model/year.  
**Brand New** 2016 Isuzu NPR (customized)
- 3) How many employees will be assigned?  
2 Primary & 2 Back-up
- 4) How many supervisors will be assigned?  
1 Supervisor
- 5) What are the hours of operation?  
10:00 PM to 10:00 AM
- 6) What are the days of operation?  
Monday through Saturday
- 7) Please describe your pressure washing procedures.  
The hardscape area will be cleaned with a surface scrubber powered by a pressure washer to prevent staining of the hardscape (concrete). We will remove all surface graffiti, stains, gum, & debris.  
The bus shelters and benches will be cleaned with a 1500 PSI pressure washer with water temperature at 200 degrees to minimize damage to the surface. Employees will also wipe down and deodorize the area.
- 8) What are your wastewater recovery plans and procedures?  
NES adheres to all NPDES guidelines. In addition, vehicles are equipped with wastewater recovery systems. All employees are trained by a **certified** wastewater discharge inspector.
- 9) What is your procedure or how do you plan for holidays and special events?  
Upon the approval of the City, NES will make-up missed days either the day before or day after a holiday. Service cycles will not be missed.  
NES is available 24/7 to handle special service requests.

**Graffiti**

- 1) How many vehicles dedicated to graffiti abatement?  
2 Primary and 1 Back-up
- 2) Please provide a description of the vehicles, make/model/year.  
**2 Brand New** 2016 Isuzu NPR (customized)

**Graffiti Removal and Bus Stop Maintenance Services**  
**Finalist Questions**  
**NATIONWIDE ENVIRONMENTAL SERVICES**

- 3) How many employees will be assigned?  
4 Primary and 2 Back-up
- 4) How many supervisors will be assigned?  
1 Supervisor
- 5) What are the hours of operation?  
6:00 AM to 4:30 PM
- 6) What are the days of operation?  
Monday through Saturday
- 7) Will you have a dedicated toll-free phone number to report graffiti?  
Yes, 24/7 live graffiti hotline will be available.
- 8) What is your procedure or how do you plan for holidays and special events?  
NES will provide an extra crew the day after a holiday  
NES is available 24/7 to handle special service requests

**Company Background**

- 1) What is your process for employee time-keeping? Please provide a sample timecard and check stub which identifies hours worked, regular pay, overtime, sick pay, etc.  
All employees are provided with an access code to log-in their hours via an electronic timekeeping system. Please see attachment.
- 2) Where is your yard located?  
11914 Front Street, Norwalk, CA 90650
- 3) Are your vehicles inspected and maintained at your yard?  
Yes, all vehicles are inspected and maintained on a daily basis
- 4) Where will your vehicles assigned to the City of Huntington Park be parked/stored?  
11914 Front Street, Norwalk, CA 90650
- 5) Where is your local office?  
11914 Front Street, Norwalk, CA 90650

**Cost**

- 1) Please separate your bid amount totals for bus shelter maintenance and graffiti abatement services.  
Bus Stop Maintenance = \$111,462.00  
Graffiti Abatement = \$472,399.20 – 6 Days a Week (Based on 2 Primary Vehicles and 4 Primary Employees)  
Graffiti Abatement = \$393,666.00 – 5 Days a Week (Based on 2 Primary Vehicles and 4 Primary Employees)

## Employee Timecard -

Report Date: 02/22/2016

Primary Sort By: Department(G3)

Report Time: 9:34:17 AM

02/08/2016 - 02/21/2016 [14 days]

Employee ID		Full Name		Department (G3) 005	
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## Time Card

Date	IN	OUT	Reg Hrs	OT-1	Daily Total	In Ex	Paycode	OT-2
02/08/2016 Mon	06:26AM	10:32AM	4.1000000					
	11:03AM	03:15PM	3.9000000	0.30	8.30	M 31		
02/09/2016 Tue	06:28AM	10:29AM	4.0167000					
	11:03AM	03:34PM	3.9833000	0.53	8.53	M 34		
02/10/2016 Wed	06:28AM	10:01AM	3.5500000					
	10:33AM	03:21PM	4.4500000	0.35	8.35	M 32		
02/11/2016 Thu	06:28AM	10:36AM	4.1333000					
	11:07AM	03:18PM	3.8667000	0.32	8.32	M 31		
02/12/2016 Fri	06:29AM	10:30AM	4.0167000					
	11:10AM	04:33PM	3.9833000	1.40	9.40	M 40		
02/13/2016 Sat	06:54AM	11:00AM		4.10				
	11:32AM	02:10PM		2.63	6.73	M 32		
02/15/2016 Mon	07:00AM	11:07AM	4.1167000					
	11:38AM	03:29PM	3.8500000		7.97	M 31		
02/16/2016 Tue			8.0000000		8.00		5 [SPAY]	
02/17/2016 Wed	03:56AM	07:59AM	4.0500000					
	08:30AM	03:07PM	3.9500000	2.67	10.67	M 31		
02/18/2016 Thu	06:29AM	10:29AM	4.0000000					
	11:01AM	03:01PM	4.0000000		8.00	M 32		
02/19/2016 Fri	06:27AM	10:48AM	4.3500000					
	11:20AM	03:15PM	3.6500000	0.27	8.27	M 32		
02/20/2016 Sat	06:55AM	11:05AM	4.1667000					
	11:36AM	02:01PM	2.4167000		6.58	M 31		

## Summary -

Paycode	Department	Reg Hrs	OT1 - OT-2	Total Hrs	Accrual				
					Prior Bal	Adjust	Used	Earned	Available
0 [WKHR]	005[Graffiti Pers]	78.55	12.57	91.12					
5 [SPAY]	005[Graffiti Pers]	8.00		8.00	24.00		8.00		16.00
<b>TOTALS</b>		<b>86.55</b>	<b>12.57</b>	<b>99.12</b>	<b>24.00</b>		<b>8.00</b>		<b>16.00</b>

I CERTIFY THE ABOVE INFORMATION TO BE CORRECT

X

Employee Signature

X

Supervisor Signature

NATIONWIDE ENVIRONMENTAL SERVICES  
A DIV. OF JOE'S SWEEPING, INC.

10057

Employee ID: [REDACTED]  
Social Sec # [REDACTED]

	This Check	Year to Date		Hours	Rate	Total
Gross	1,317.57	4,890.07	Regular	78.55	12.50	981.88
Fed_Income	-52.14	-170.54	Overtime	12.57	18.75	235.69
Soc_Sec	-81.69	-303.19	SickPay	8.00	12.50	100.00
Medicare	-19.10	-70.91				
State	-1.67	-3.95				
SDI	-11.86	-44.02				
SICK_Taken	8.00	8.00				
SICK_Remain	-8.00	16.00				
SICK_Accrue		24.00				

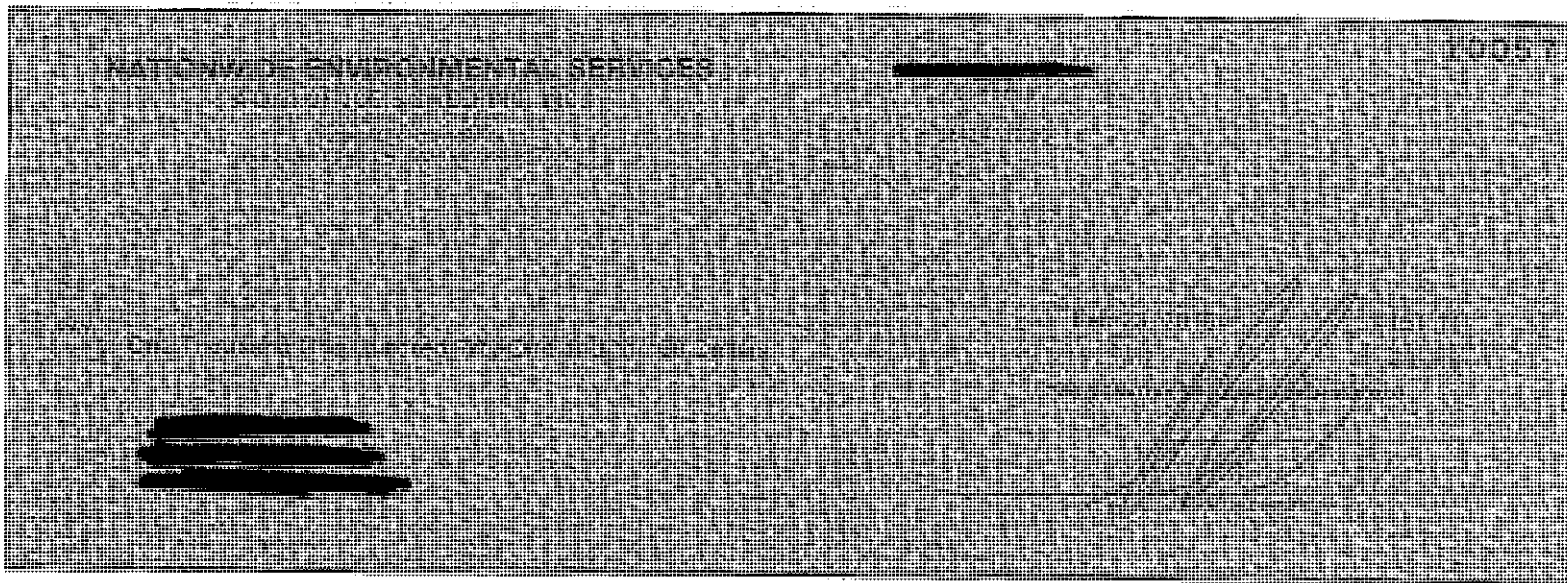
Net Check: \$1,151.11 Total 99.12 1,317.57

Pay Period Beginning: Feb 8, 2016

Check Date: 2/23/16

Pay Period Ending: Feb 21, 2016

Check Number: 100571



100571 [REDACTED]





## CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

April 5, 2016

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:

### **Draft FY 2016/17 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) Program Federal Funds**

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

1. Receive and file the Draft Fiscal Year 2016/17 Annual Action Plan

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

Each year, the City prepares an Annual Action Plan in connection with the Five-Year Consolidated Plan which details how the City will expend federal funds that it receives from the Department of Housing and Urban Development (HUD). The Annual Action Plan is a multi-purpose document with two principal purposes:

- The Annual Action Plan identifies the projects and programs to be undertaken during the upcoming fiscal year, and the proposed objectives and outcomes to be achieved within the overall context of the Five-Year Consolidated Plan; and
- The Annual Action Plan acts as the City's application process for federal formula grants, principally comprised of as the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

**CDBG Funding.** Authorized by Title I of the Housing and Community Development Act of 1974, as amended, the CDBG program serves to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for persons of low and moderate income. The CDBG program provides annual grants on a formula basis to entitled metropolitan cities and urban counties to implement a wide variety of community development and housing activities. The overriding purpose of the CDBG program is to support "bricks and mortar" activities e.g., acquisition, rehabilitation and preservation, and public improvements and facilities. CDBG activities are initiated and developed at the local level based upon a community's perceptions of its local needs, priorities, and benefits to the community.

**Draft FY 2016/17 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) Program Federal Funds**

April 5, 2016

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As an entitlement grantee receiving CDBG funds, the City is free to determine what activities it will fund if certain requirements are met, and if funds are used to further broaden national objectives. Maximum priority is given to activities which benefit low- and moderate-income persons. The City may also carry out activities which aid in the prevention or elimination of slums or blight or certify that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, where other financial resources are not available to meet such needs.

For fiscal year 2016/17, the City of Huntington Park will have an estimated total of \$2,241,790 in CDBG funds. This total amount is comprised of \$1,247,328 in Fiscal 2016/17 CDBG entitlement funds and \$994,462 in prior year unallocated CDBG funds carried forward.

**HOME Funding.** First authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, the HOME Program is the largest Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households. HOME funds are provided as formula grants to participating jurisdictions or PJs, such as Huntington Park, and fund a wide range of eligible activities. HOME funds can be used for home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers; for building or rehabilitating housing for rent or ownership; or for "other reasonable and necessary expenses related to the development of non-luxury housing," including site acquisition or improvements, demolition of dilapidated housing to make way for HOME-assisted development, and payment of relocation expenses. Up to ten (10) percent of the PJ's annual allocation may be used for program planning and administration.

In addition, PJs must use at least 15 percent of their allocations to fund housing to be owned, developed, or sponsored by experienced, community-driven nonprofit groups designated as Community Housing Development Organizations (CHDOs). PJs must ensure that HOME-funded housing units remain affordable to income-eligible households for an affordability period, at a minimum, of five to 20 years, depending on the level of funding and type of housing. PJs have two years to commit funds (including reserving funds for CHDOs) and five years to spend funds.

The City of Huntington Park will have an estimated \$1,104,260 in HOME Program funds comprised of a FY 2016/17 allocation of \$464,278 and an estimated carryover balance of \$639,982.

**Draft FY 2016/17 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) Program Federal Funds**

April 5, 2016

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**Fiscal 2016/17 Funding Sources.** The CDBG and HOME budgets are as follows:

<b>Programs</b>	<b>FY 2016/17 Funds</b>
<b>CDBG</b>	
Entitlement Grant	\$1,247,328
Program Income	\$0
Unallocated Carryover	\$994,462
<b>Subtotal – CDBG Funds</b>	<b>\$2,241,790</b>
<b>HOME</b>	
Entitlement Grant	\$464,278
Program Income	\$0
Unallocated Carryover	\$639,982
<b>Subtotal – HOME Funds</b>	<b>\$1,104,260</b>
<b>Total Funds</b>	<b><u>\$3,346,050</u></b>

**Proposed CDBG Activities.** In accordance with priorities and goals established in the City's Five Year Consolidated Plan, City staff is presenting the following activity descriptions and allocation recommendations to further the purpose of the CDBG program of developing viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income. The amount available for CDBG activities is \$2,241,790.

- Code Enforcement, \$436,937: The Code Enforcement Program will use CDBG funds in predominantly low and moderate income residential areas showing signs of deterioration. The enforcement of health and safety codes in buildings and structures together with public or private improvements, rehabilitation, or services are intended to arrest the decline of the area. For CDBG program purposes, code enforcement is a process whereby local governments gain compliance with ordinances and regulations regarding health and housing codes, land use and zoning ordinances, sign standards, and uniform building and fire codes.
- Minor Home Repair Program, \$75,000: The program provides free exterior minor home repairs, energy conservation activities, security and safety improvements, exterior refurbishing and painting to eligible low and moderate-income households citywide. The program offers a grant of up to \$5,000 to the homeowner for labor and materials and minor repairs to the property.
- Southeast Churches Service Center, \$10,000: This program provides a delivery system of essential food products to low and moderate income persons via grocery bags to homeless and at-risk of becoming homeless persons.
- Salvation Army Southeast Communities, \$10,000: This program provides services to the homeless, those at-risk of being homeless and low-income families/persons through the provision of various activities including emergency food service for families, senior food bags, showers, clothing and furniture vouchers, emergency motel vouchers and bus tokens.



**Draft FY 2016/17 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) Program Federal Funds**

April 5, 2016

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- Huntington Park Senior Program, \$15,000: The HP Senior Program promotes the benefits of leading a healthier lifestyle among older adults through educational workshops, coordinated physical activities, excursions and other recreation-based events and activities.
- Salt Lake Park Splash Pad Project, \$110,000: The development of the Salt Lake Park Splash Pad project addresses the recreational needs identified by community residents during the 2008 Parks and Recreation Master Plan process and subsequent park planning meetings. The construction of this water play facility will responsibly consider California's limited water resources and feature an eco-friendly water filtration system. Low-income families residing in Huntington Park and surrounding cities, will therefore enjoy and benefit from an amenity that will be built with full consideration to future generations. The allocation of \$110,000 in FY 2016/17 is in addition to the \$150,000 allocated in FY 2015/16, for a total CDBG allocation of \$260,000.
- Pacific Boulevard Revitalization Project, \$520,000: CDBG funds will be used for the design and construction of street improvements targeted in the downtown, census tract 5326.05. Street improvements include lighting, sidewalk construction and landscape treatments in parkways and street improvements including crosswalks.
- Parks and Recreation After School Program, \$75,000: This program provides after school supervision at City parks and offers a variety of recreational activities such as sports, a nutrition program, arts and crafts, field trips, and homework assistance. The program serves to improve the safety of the parks for all users, and helps deter crime, vandalism, graffiti and drug use among youth by offering positive alternatives. The Program is offered at Freedom Park, Robert Keller Park, Huntington Park Community Center, and Raul R. Perez Memorial Park.
- Huntington Park Library Homework Center, \$10,000: The Center benefits the children of the Huntington Park community by providing a quiet environment where learning and completion of school assignments are encouraged and promoted. Students in grades one through eight may drop in during established hours to receive supervised guidance and assistance in homework related areas, as well as access to online educational resources.
- HP Youth Employment & Civic Engagement Program, \$20,000: The Hire Huntington Park Youth, Workforce, and Civic Engagement Pilot Program is designed as a 7-week internship program targeting local Huntington Park high school juniors and seniors, as well as freshman college students. The program will provide support for local youth by building their workforce readiness skills and experience with local businesses and City departments. Interns will end their summer experience by attending a UCLA Unicamp whereby youth participants will participate in a one-week wilderness camping team building experience. Overall, the program provides tutoring, literacy, employment preparation, supportive services, and leadership development. The program also enjoys in-kind or financial support from Hub Cities as well as private and external donors.

**Draft FY 2016/17 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) Program Federal Funds**

April 5, 2016

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- Community Beautification (Graffiti Removal), \$47,099: This program provides contracted services to remove graffiti throughout the City, including all streets, public sidewalks, and public and private buildings. All residents of Huntington Park receive improved access to this public service for the purpose of creating a suitable living environment.
- Fair Housing Services, \$10,000: The City funds the Fair Housing Foundation to affirmatively further fair housing by providing fair housing related services, including housing discrimination counseling and investigative services, landlord-tenant housing dispute resolution services and education and outreach services.
- Commercial Rehabilitation, \$454,173: The program provides up to \$50,000 in rehabilitation assistance to commercial properties for facade and other exterior improvements, to improve handicap accessibility, and to correct code violations. The program also funds project delivery costs related to commercial rehabilitation projects, such as a portion of one staff position, labor compliance consulting fees and architectural consulting fees.
- Business Assistance and Economic Development Program, \$25,000: The City's business assistance and economic development program, to be administered by the Hub Cities Consortium via a subrecipient agreement with the City of Huntington Park, will outreach to businesses in the city. The program, called the Huntington Park Business Assessment and Economic Development Program, will offer services including: free Labor Market Survey Analysis (LMSA); Business Needs Analyses (BNA); employment/job training; and job placement. The goal of Hub Cities Consortium is to offer valuable resources, expertise, and business assistance tools to the business community.
- CDBG Administration, \$239,466: This program provides for the overall development, financial management, coordination and monitoring of the CDBG program, HUD communication, public participation, as well as planning and urban environmental design and studies. The implementing agency is the City Community Development Department.

AGENCY / PROGRAM	RECOMMENDED ALLOCATION	TOTALS
<b>PUBLIC SERVICES REQUESTS</b>		
<b>(max to be allocated to public services is \$187,099, or 15% of allocation)</b>		
Southeast Churches Service Center (Emergency Food Program)	\$10,000	
Salvation Army Southeast Communities (Family Services Program)	\$10,000	
HP Parks and Recreation Department (HP Senior Program)	\$15,000	
HP Park and Recreation Department (After School Program)	\$75,000	
Huntington Park Library (Homework Center)	\$10,000	
Hub Cities Consortium (HP Youth Employment & Civic Engagement Program)	\$20,000	
Public Works Department	\$47,099	



**Draft FY 2016/17 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) Program Federal Funds**  
 April 5, 2016  
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AGENCY / PROGRAM	RECOMMENDED ALLOCATION	TOTALS
(Community Beautification)		
<b>Subtotal for Public Services</b>		<b>\$187,099</b>
<b>COMMUNITY DEVELOPMENT PROJECT REQUESTS</b>		
HP Park and Recreation Department (Salt Lake Park Splash Pad Project)	\$110,000	
HP Public Works Department (Pacific Boulevard Revitalization Project)	\$520,000	
Community Development Department (Minor Home Repair)	\$75,000	
Community Development Department/Code Enforcement (Code Enforcement)	\$436,937	
<b>Subtotal for Community Development Projects</b>		<b>\$1,141,937</b>
<b>ECONOMIC DEVELOPMENT PROJECT REQUESTS</b>		
Community Development Department (Commercial Rehabilitation)	\$454,173	
Community Development Department (Business Assistance and Economic Development)	\$25,000	
<b>Subtotal for Community Development Projects</b>		<b>\$479,173</b>
<b>CDBG ADMINISTRATION (max to be allocated to CDBG Administration is \$249,466, or 20% of allocation)</b>		
Community Development Department (CDBG Administration)	\$239,466	
Fair Housing Foundation (Fair Housing Services)	\$10,000	
<b>Subtotal for CDBG Administration</b>		<b>\$249,466</b>
<b>Unallocated Funds</b>		
Unallocated Funds	\$184,115	
<b>Subtotal for Unallocated Funds</b>		<b>\$184,115</b>
<b>TOTAL REQUESTS</b>		<b><u>\$2,241,790</u></b>

**Proposed HOME Activities.** City staff recommends the following activities that are consistent with priorities set forth in the City's Five Year Consolidated Plan and that fulfill the purpose of the HOME program to create affordable housing for low-income households:

- Marconi Bungalows (6303 ½ Marconi Street), \$340,400: The City is contributing \$295,400 in HOME Program funds to the CHDO, Oldtimers Housing Development Corporation-IV, to construct a one-bedroom single-family dwelling built over a four-car garage with tandem parking, and to complete rehabilitation of a two-bedroom detached unit. The proposal provides for on-site improvements,

**Draft FY 2016/17 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) Program Federal Funds**

April 5, 2016

Page 7 of 8

as well as \$45,000 in project delivery soft costs, e.g., underwriting and property inspections. Both two units will be subject to occupancy and affordability restrictions affordable to low income households under HOME and previously provided NSP funds.

- Acquisition / Rehabilitation / New Construction, \$517,433: The City is proposing to use HOME funds on an affordable housing project with a local Community Housing Development Organization (CHDO). The City will extend gap financing to acquire and support construction of approximately six affordable transition or permanent rental housing. While a location is yet to be determined, the City will attempt to address the two key problems in Huntington Park as identified in the Consolidated Plan's Housing Needs Assessment: 1) renter cost burden; and 2) household overcrowding. A project site is yet to be determined.
- Residential Rehabilitation, \$200,000: This program provides financial assistance to owners of single-family homes (one to four units) and rental properties for rehabilitation improvements. Loans of up to \$50,000 are provided to qualified low and moderate income households, with a forgivable component of up to \$25,000 for repairs that correct health and safety violations. The implementing agency is the City's Community Development Department.
- HOME Administration, \$46,427: The City may use up to ten (10) percent of the HOME allocation for the overall administration of the HOME Program. The City will use HOME funds to ensure the overall development, management, coordination (including coordination with Community Housing Development Organizations), and monitoring of all HOME-funded projects/programs to ensure compliance with federal regulations of the HOME program.

**FISCAL IMPACT/FINANCING**

There is no fiscal impact at this time.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In accordance with federal requirements (24 CFR Part 91) as implemented in the City's HUD-mandated Citizen Participation Plan, the City is required to conduct at least two public hearings in connection with the Consolidated Plan process. The first public hearing was held on March 15, 2016 where the Mayor and City Council was invited to share what they believed to be the low income housing and community development needs of the community. It was also the opportunity for residents to voice their opinions on low income housing and community development needs.

The second required public hearing is for adoption of the FY 2016/17 Annual Action Plan, scheduled for May 3, 2016.

**CONTRACTING PROCESS**

On March 31, 2016, a public notice was published in a newspaper of general circulation publicizing the 30-day public review period, and announcing the second public hearing to accept the Final 2016/17 Annual Action Plan, currently scheduled for May 3, 2016.

**NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS**

Neither this council meeting nor a subsequent action by the City Council to adopt the Fiscal Year 2016/17 Annual Action Plan constitutes a project and, thus, will not invoke an environmental review under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) regulations.


**CONCLUSION**

Following tonight's council meeting, staff will include any public testimony into the FY 2016/17 Annual Action Plan.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



MANUEL ACOSTA  
Economic Development Manager

**ATTACHMENT**

A. Draft Annual Action Plan





**CITY OF HUNTINGTON PARK**

**ANNUAL ACTION PLAN**

**JULY 1, 2015 – JUNE 30, 2016**

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**PUBLIC REVIEW DRAFT**

**CITY OF HUNTINGTON PARK  
COMMUNITY DEVELOPMENT DEPARTMENT  
6550 MILES AVENUE  
HUNTINGTON PARK, CA 90255**

# CITY OF HUNTINGTON PARK 2016/17 ANNUAL ACTION PLAN

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## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The Consolidated Plan is designed to help the City of Huntington Park assess affordable housing and community development needs and market conditions in order to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the Community Development Block Grant (CDBG) and Home Investment Partnership Act (HOME) programs. The goals are to assist low and moderate-income persons, provide decent housing, create suitable living environments, and expand economic opportunities. Included in the 2015/16 – 2019/20 Consolidated Plan are broad five-year objectives and strategies to accomplish these goals. Specific identifiable benchmarks for measuring progress in realizing the City's strategy are proposed in the Action Plan for 2016/17.

The 2016/17 Annual Action Plan includes an application for funds under two different HUD entitlement programs - Community Development Block Grant (CDBG) and the HOME Investment Partnership Program). Current year entitlements combined with reallocations from prior years bring the total funding for program year 2016/17 to approximately \$3.35 million. The following Annual Action Plan describes resources, programs, activities and actions Huntington Park will use in the coming 2016/17 fiscal year to implement its strategic plan and ultimately achieve its Consolidated Plan goals and objectives, summarized in Table 1 on the following page.

**Table 1 - 2015-2019 Consolidated Plan Priorities, Goals, Implementing Programs, and FY 2016/17 Goals**

<b>Consolidated Plan 5-Year Priority</b>	<b>Consolidated Plan Goals</b>	<b>Implementing Programs</b>	<b>2016/17 Goal</b>	<b>Outcome/ Objective*</b>
Priority Housing Needs	Sustain and Strengthen Neighborhoods	<ul style="list-style-type: none"> <li>Code Enforcement</li> </ul>	800 housing units	SL-3
Priority Housing Needs	Preserve Existing and Create New Affordable Housing	<ul style="list-style-type: none"> <li>Marconi Bungalows Project</li> <li>Acquisition / Rehabilitation / New Construction</li> <li>Residential Rehabilitation</li> <li>Minor Home Repair Program</li> </ul>	2 housing units 2 housing units 4 housing units 15 housing units	DH-2 DH-2 DH-1 DH-1
Priority Homeless Needs	Support Social Service Agencies that Assist Homeless Populations	<ul style="list-style-type: none"> <li>Southeast Churches Service Center</li> <li>Salvation Army Southeast Communities</li> </ul>	300 persons 180 persons	SL-1 SL-1
Priority Special Needs Populations	Support Social Service Agencies that Assist Special Needs Populations	<ul style="list-style-type: none"> <li>HP Senior Program</li> </ul>	300 persons	SL-1
Priority Community Facilities	Preserve Existing Public Facilities	<ul style="list-style-type: none"> <li>Salt Lake Park Splash Pad Project</li> </ul>	58,310 persons	SL-1
Priority Infrastructure Needs	Preserve for Needed Infrastructure Improvements	<ul style="list-style-type: none"> <li>Pacific Boulevard Revitalization Project</li> </ul>	3,611 persons	SL-1
Priority Community Services	Provide Needed Community Services to Low/Mod Persons	<ul style="list-style-type: none"> <li>After School Program</li> <li>HP Library Homework Center</li> <li>Hire HP Youth, Workforce and Civic Engagement Pilot Program</li> <li>Community Beautification</li> <li>Fair Housing Services</li> </ul>	500 persons 75 persons ? persons 58,310 persons 220 persons	SL-1 SL-1 SL-1
Economic Opportunity	Economic Opportunity	<ul style="list-style-type: none"> <li>Commercial Rehabilitation</li> <li>Business Assistance and Economic Development</li> </ul>	4 Businesses 40 Businesses	EO-3 EO-1

Consolidated Plan 5-Year Priority	Consolidated Plan Goals	Implementing Programs	2016/17 Goal	Outcome/ Objective*
Other Housing and Community Development Needs	Planning for Housing and Community Development	<ul style="list-style-type: none"> <li>• CDBG Administration</li> <li>• Fair Housing Foundation</li> <li>• HOME Administration</li> </ul>	N/A	N/A

DRAFT

## **2. Summarize the objectives and outcomes identified in the Plan**

See Table 1 above.

## **3. Evaluation of past performance**

During the previous five-year period, the City of Huntington Park used CDBG and HOME funds to accomplish the following objectives:

### **Decent Housing**

- On April 18, 2011, the City Council approved an Affordable Housing Agreement with LINC-Huntington Park Apartment Investors LP (LINC CDC). The Agreement committed \$1.50 million in Federal HOME funds for the development of an affordable housing project at 6337 Middleton Street known as the Mosaic Gardens Project. The project is also located within the Middleton/Malabar focus neighborhood. The property was a 55-room motel situated on the back portion of the Rodeway Inn located on Santa Fe Avenue. LINC CDC redeveloped the motel into a 24-unit rental housing project that includes such on-site amenities as a community room for resident services and programs, a computer room for resident use, and community open space. Additionally, the project provided housing for a population with special needs, which has limited housing opportunities. The City's previous Five-Year Consolidated Plan acknowledged the need for special needs housing. It noted that youth leaving the foster care system ("emancipated youth") are a high risk of special needs population. This project helped to meet the housing needs of this special needs population.
- The Residential Rehabilitation Program provides assistance up to \$50,000 for property renovations and rehabilitation for owner-occupied single family homes and rental units. The City did not meet its 2010-2014 Consolidated Plan goal to fund 30 residential rehabilitation loans/grants (it funded 17); accordingly, the City will enter into an agreement with Los Angeles County Neighborhood Housing Services (NHS) to leverage City HOME funds to provide eligible Huntington Park residences homeownership and residential rehabilitation opportunities during the 2015-2019 Consolidated Plan period.
- During the previous Consolidated Plan period, the City entered into a subrecipient agreement with a nonprofit agency to operate a city-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the 2010-2014 Consolidated Plan. The City gave local preference to 100 very low-income elderly persons. The program was completed in 2015/16.

### **Suitable Living Environment**

- The City funded a Minor Home Repair program in the first three years of the previous Consolidated Plan. Unfortunately, the program was defunded in the 4<sup>th</sup> year as CDBG funds decreased. Only 16% of the City's goal of providing 150 households with minor home repairs was met. The program was reinstated in FY 2015/16, but with staff shortages and other demands, the program was not implemented. In FY 2016/17, in City

will again fund this program with the assistance of a local non-profit, Los Angeles County Neighborhood Housing Services (NHS).

- The City's Code Enforcement program continues to exceed the goal of assisting 300 housing units each year.
- The Commercial Rehabilitation Program continues to be a popular program with business owners in the City's downtown area (Pacific Boulevard). While the City only met 60% of its 2010-2014 goal to provide 15 loans, due mostly to reductions in staff to implement the program, the program has continued into the new 2015-2019 Consolidated Plan period as a high priority program.
- The City assisted various public service agencies during the previous five-year period. While the City has had to reduce the number of public service programs offered with CDBG funds because of decreases in CDBG entitlement funds, coupled with a past HUD recommendation to fund less organizations because of the high cost to manage each contract, the City continues to exceed its goals in providing youth, homeless, community beautification, and fair housing services to the Huntington Park community.
- The City met its goal to fund two community facility rehabilitation projects. More facility improvement projects are slated for the current 2015-2019 Consolidated Plan period. In 2015/16 specifically, the City allocated \$100,000 for the Soccer Field Lighting Project which was completed during the fiscal year.
- The City did not provide any CDBG assistance towards infrastructure improvements in FY 2015/16; however, this remains a high priority and staff is recommending an allocation of \$520,000 to fund the Pacific Boulevard Revitalization Project.

#### **Economic Opportunity**

- Huntington Park operated a popular Business Assistance and Economic Development program that provided technical support, business resources, and referrals to Huntington Park businesses citywide. The program also served to increase business retention and attraction services by providing business and financial planning assistance to new and existing businesses and served as a local resource center. Funds were used to host workshops and seminars with industry experts to help persons grow their business in Huntington Park. The program was administered by LA Business Connect, a locally based entrepreneur and small business services company. During the 2015-2019 Consolidated Plan period, the City will pursue a new partnership with an economic development subrecipient, Hub Cities Consortium, to continue to assist Huntington Park's business community.

#### **4. Summary of citizen participation process and consultation process**

The City of Huntington Park adopted a Citizen Participation Plan to guide the City's citizen participation process. All of Huntington Park's citizens are encouraged to participate in the planning, development, and implementation of the Annual Action Plan. Three public hearings are held by the City each year to discuss issues related to the Consolidated Plan as well as the Annual Action Plan. The first two hearings focus on the needs of the community and development of the Annual Action Plan and provide citizens with an opportunity to comment on the draft Annual

Action Plan. The third public hearing focuses on performance as they relate to housing, homelessness, hazards associated with lead-based paint, accessibility, and community development needs, such as infrastructure and public services. In all cases, a Notice of Public Hearing was published at least 15 days prior to the hearing to provide residents with adequate notice.

A draft 2016/17 Annual Action Plan will be available for public comment for a minimum 30-day period (March 31 – May 3, 2016). City Council public hearings were held on March 15 and May 3, 2016, providing residents and interested parties a final opportunity to comment on the Annual Action Plan prior to adoption and submittal to HUD.

## **5. Summary of public comments**

The City did not receive any written comments on the Consolidated Plan during the 30-day public review, or any public comments at the May 3, 2016 City Council public hearing.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

The City of Huntington Park responded to all relevant comments. All comments received were accepted.

## **7. Summary**

Key findings of the Needs Assessment include:

- Housing overpayment is the most prevalent housing problem, with 64% of Huntington Park's low and moderate income renter households (<80% AMI) facing a cost burden (>30% of income on housing costs), and over one-third facing a severe cost burden (>50% of income towards housing). As depicted in Figure 4 (Appendix B), high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.
- Household overcrowding, defined as greater than one person per room, has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.
- An estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.



- For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues.
- Priority community facility needs include park facility upgrades, including soccer field lighting and a splash pad at salt Lake Park. The Consolidated Plan community needs survey named the need for youth centers and general parks and recreation facilities within the top ten priority needs.
- Priority infrastructure needs include streets and alleys, and bicycle transportation improvements in the City's low and moderate income neighborhoods. The City's 2015 Pavement Management Plan reviews the existing street conditions within the transit system and identifies a cost-to-improve each segment of the transit system. Street and alley improvements ranked within the top ten priority needs in the community needs survey.
- Priority public service needs include services for youth, seniors, homeless and anti-crime services. These needs were determined by the public via the Community Needs Survey, comments received at a Consultation Workshop with various public service and housing providers, and specific comments received from the Huntington Park City Council at a Needs and Priorities public hearing on March 2, 2015.

## PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

### 1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	HUNTINGTON PARK	Community Development Department
CDBG Administrator	Manuel Acosta, Economic Development Manager	Community Development Department
HOME Administrator	Manuel Acosta, Economic Development Manager	Community Development Department

Table 2 – Responsible Agencies

#### Narrative

The Lead Agency for the five year (2015/2016 - 2019/2020) Consolidated Plan and the FY 2016/17 Annual Action Plan is the City of Huntington Park, Community Development Department.

#### Consolidated Plan Public Contact Information

##### Manuel Acosta, Economic Development Manager

City of Huntington Park  
Community Development Department  
6550 Miles Avenue  
Huntington Park, CA 90255  
Phone: (323) 584-6213  
Email: MAcosta@hpca.gov

## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The City developed its five-year (2015/2016 - 2019/2020) Consolidated Plan and FY 2015/16 Annual Action Plan through consultation with City departments; housing and public service providers; and adjacent local governments. As a means of gaining input from housing, homeless and social service providers, the City conducted a consultation workshop in August 2014. Approximately 20 agencies were invited to attend (refer to mailing list in Appendix C), with eight agencies/departments participating in the workshop. The purpose of the workshop was to discuss what each of these agencies define as the key housing and social service issues in Huntington Park, to identify gaps in service, and to brainstorm potential recommendations. Another function of the workshop was to establish a dialogue among agencies/departments to enhance collaboration and sharing of information.

In addition to those agencies/departments participating in the workshop, additional agencies were contacted as necessary to gain comprehensive information on the community's needs, such as the Los Angeles County Housing Authority and Los Angeles Homeless Services Authority.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

The City participates in Service Planning Area (SPA) 7 of the Continuum of Care for Los Angeles City and County, and coordinates with the LAHSA, local communities and various service agencies to provide a continuum of services and facilities for the homeless and persons at-risk of becoming homeless.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

The City of Huntington Park does not receive ESG funds so this is not applicable.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

<b>Agency/Group/ Organization</b>	<b>Agency/Group/ Organization Type</b>	<b>What section of the Plan was addressed by Consultation?</b>	<b>How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>
City of Huntington Park	Other government - Local	Housing Need Assessment Homeless Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Non-Housing Community Development Strategy Anti-Poverty Strategy Lead-based Paint Strategy	Agency Consultation Workshop. Interdepartmental Workshop. City will continue maintaining its strong relationships with service providers and local jurisdictions to implement the 5-year strategy.
Huntington Park City Council	Civic Leaders	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Non-Housing Community Development Strategy Anti-Poverty Strategy	Public hearings. City Council members reflect the needs of their constituents in the community, which have been reflected in the needs and priorities identified in the Plan.
Los Angeles County Housing Authority	PHA	Housing Need Assessment Public Housing Needs Market Analysis	Email correspondence. The City will continue its strong partnership with the Housing Authority.
Los Angeles County – Huntington Park Library	Services – Children	Non-Housing Community Development Strategy Anti-Poverty Strategy	Special Needs Service Provider Survey. The City will continue supporting the Library's educational programs for Huntington Park youth.
Old Timers Housing Development Corporation	Housing	Housing Needs Non-Homeless Special Needs	Agency Consultation Workshop. The City will continue supporting housing programs targeted to low income and at-risk families.
Fair Housing Foundation	Services-Fair Housing	Housing Needs Assessment	Agency Consultation Workshop. The City will continue to provide fair housing and tenant/landlord services to residents.
Southeast Churches Service Center	Services - Homeless	Homeless Needs: Chronically Homeless, Families with Children, Veterans, Unaccompanied youth Homeless Strategy	Agency Consultation Workshop. The City will continue supporting programs for homeless and persons and families at risk of homelessness.

**Table 3 – Agencies, groups, organizations who participated**

**Identify any Agency Types not consulted and provide rationale for not consulting**

The City of Huntington Park developed its Consolidated Plan through consultation with housing, social and health service providers; local agencies/governments; and the Los Angeles County Housing Authority. The City is unaware of any Agency types relevant to the Consolidated Plan that were not consulted.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care for Los Angeles County and City	Los Angeles Homeless Services Authority	LAHSA uses housing and demographic data obtained through HMIS and Homeless Counts to determine needs and to pinpoint gaps in housing and services. This in turn helps LAHSA to pool and coordinate resources with the County and cities to develop coordinated homeless access and assessment centers. Huntington Park participates with LAHSA in building the regional continuum of care to address the homeless and persons at-risk of homelessness.
Huntington Park Housing Element	City of Huntington Park Planning Division	The City is currently updating its Housing Element for the 2013-2021 period. All housing-related programs in the Consolidated Plan will be directly reflected within the Housing Element.

**Table 4 – Other local / regional / federal planning efforts**

## **AP-12 Participation - 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City followed HUD's guidelines for citizen and community involvement in preparation of the Consolidated Plan and Action Plan. To encourage citizen participation in the preparation of the documents, the City undertook several activities as summarized below.

#### **Housing and Community Development Needs Survey**

In order to evaluate public opinion of specific housing and community development needs, the City utilized an on-line Needs Survey in which the respondent was asked to rank the level of need for a particular service, capital improvement, and public benefit. Hard copies of the survey were also made available at the Community Development Department, the Clerk's Office, and were emailed to the Parks and Recreation Department's resident contact list. Questions about specific needs were grouped into these areas:

- Housing Needs;
- Homeless Needs;
- Public Service Needs;
- Infrastructure Needs; and
- Economic Development Needs.

A total of 88 residents completed the Needs Survey. Survey responses were then totaled to provide an overall average need rating for each of the 36 identified activities. The top needs identified (in rank order) were as follows, with the complete survey results included in Appendix C of the Consolidated Plan:

- Anti-Crime Services
- Youth Centers
- Youth Services
- Job Creation/Retention
- Employment Training
- New Affordable Ownership Housing
- Street/Alley Improvements
- Park and Recreation Facilities
- Property Maintenance/Code Enforcement
- Child Care Services

#### **Focus Groups**

On August 27, 2014, key City stakeholders and representatives of housing and social service organizations participated in a focus group meeting that covered the following:

- Barriers to fair housing and access to affordable housing
- Housing, homeless and public service needs and gaps in service
- Community priorities

Attendees of the focus group expressed the immediate needs to serve the community, with the need for additional affordable housing opportunities, services for seniors and families, homeless housing and services, and code enforcement most commonly cited as Huntington Park's priority needs. A summary of the input received at the meeting is included in Appendix C.

### **Community Meetings**

The City Council conducted a Needs Assessment Public Hearing on March 2, 2015. The meeting was advertised in the El Aviso and noticed per the Ralph M. Brown Act. Invitations were also included as part of the Housing and Community Development Needs Survey.

At the Needs Assessment Public Hearing, City staff provided background on the Consolidated Plan, and the process for preparation of Huntington Park's 2015/16-2019/20 Plan. Three members of the public spoke, citing the dire need for additional affordable housing, especially for seniors and persons with disabilities; the impact of rising rents on household overcrowding and added stress on families; the need to consider high rise housing as a means of addressing the housing shortage; and opposition to additional high density housing around the downtown as the area is already too crowded and schools impacted. Each member of the City Council provided input on community needs and priorities for the Plan, summarized in Appendix C of the Consolidated Plan.

### **FY 2016/17 Annual Action Plan**

The City of Huntington Park has a citizen participation plan to guide the City's CDBG citizen participation process. All of Huntington Park's citizens are encouraged to participate in the planning, development, and implementation of the Annual Action Plan. Organizations receiving direct CDBG funding are in regular contact with City staff. Other organizations are consulted as-needed or have been present at various public hearings held by the City. Three public hearings are held each year by the City to discuss issues related to the Consolidated Plan as well as the Annual Action Plan. The first two hearings focus on the needs of the community and development of the Annual Action Plan and provide citizens with an opportunity to comment on the draft Annual Action Plan. The third public hearing focuses on performance as they relate to housing, homelessness, hazards associated with lead-based paint, accessibility, and community development needs, such as infrastructure and public services. In all cases, a Notice of Public Hearing was published at least 15 days prior to the hearing to provide residents with adequate notice.

A draft 2016/17 Annual Action Plan will be available for public comment for a minimum 30-day period (March 31 – May 3, 2016). City Council public hearings were held on March 15 and May 3, 2016, providing residents and interested parties a final opportunity to comment on the Annual Action Plan prior to adoption and submittal to HUD.

<b>Citizen Participation Outreach Mode of Outreach</b>	<b>Target of Outreach</b>	<b>Summary of response/attendance</b>	<b>Summary of comments received</b>	<b>Summary of comments not accepted and reasons</b>	<b>URL (If applicable)</b>
Newspaper Ad	Non-targeted/broad community	A newspaper advertisement was published inviting citizens to attend the Needs and Priorities public hearing on 3/15/16.	No comments were received.	No comments were received.	N/A
Public Hearing	Non-targeted/broad community	A public meeting was held before the City Council to solicit input on needs and priorities for the Consolidated Plan. (3/15/16)	No comments were received.	No comments were received.	N/A
Public Meeting	Non-targeted/ broad community	A public meeting will be held before the City Council to present the draft FY 2016/17 Annual Action Plan and initiate the 30-day public review.	No comments were received.	No comments were received.	N/A
Newspaper Ad	Non-targeted/ broad community	A newspaper advertisement was published to solicit public comment on the draft 2016/17 Annual Action Plan and to invite citizens to attend the final public hearing to adopt the FY 2016/17 Annual Action Plan.	No comments were received.	No comments were received.	N/A



<b>Citizen Participation Outreach Mode of Outreach</b>	<b>Target of Outreach</b>	<b>Summary of response/attendance</b>	<b>Summary of comments received</b>	<b>Summary of comments not accepted and reasons</b>	<b>URL (If applicable)</b>
Public Hearing	Non-targeted/ broad community	A final public hearing will be held before the City Council for adoption of the FY 2016/17 Annual Action Plan (5//16)	This information will be added after the public hearing is held.	N/A	N/A

**Table 5 - Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

Table 6 summarizes the major sources of funding available to carry out housing and community development activities during the 2016/17 fiscal year.

For fiscal year 2016/17, the City of Huntington Park will have an estimated total of \$2,241,790 in CDBG funds. This total amount is comprised of \$1,247,328 in Fiscal 2016/17 CDBG entitlement funds and \$994,462 in prior year unallocated CDBG funds carried forward. The City does not have any income from float-funded activities or surplus from urban renewal settlements, sale of real property, prior period adjustments, loans outstanding or written off, CDBG acquired property available for sale, or lump sum drawdown payments. Nor is the City funding any “urgent need activities.” CDBG funds will be used for public services, public facility improvements, infrastructure improvements, code enforcement, a minor home repair program, and CDBG administration. An estimated 80 percent in CDBG funds will be used for activities that benefit persons of low and moderate income.

The City of Huntington Park will also have an estimated \$1,104,260 in HOME Program funds comprised of a FY 2016/17 allocation of \$464,278, and an estimated carryover balance of \$639,982. The City will use HOME funds for administration of the HOME program, residential rehabilitation, a rehabilitation project with a local CHDO, the Oldtimers Housing Development Corporation (OHDC), at 6303 ½ Marconi Street, and for a potential acquisition and rehabilitation project.

The City will pursue competitive public and private grants for the development and preservation of programs, housing, and services.

## Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$1,247,328	\$0	\$994,462	\$2,241,790	\$3,741,984	Entitlement funds allocation plus prior-year resources.
HOME	Public – federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$464,278	\$0	\$639,982	\$1,104,260	\$1,392,834	Entitlement allocation plus prior-year resources.

Table 6 - Expected Resources – Priority Table

### Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds play a crucial role in implementing the Annual Action Plan. Local private and non-federal funds are usually insufficient to meet the heavy demand for housing and services in our community. Agencies receiving CDBG and HOME funds use those funds as a commitment to receiving other funding sources. Likewise, the City also leverages other resources among the formula grant programs. For example, the HOME program is matched by a variety of sources, including: private investment, public investment, and tax credits.

The HOME Program requires a match of every dollar drawn; however, the City remains exempt from meeting this mandate. Since its inception, the City of Huntington Park has received a 100% match reduction, and expects to receive such a reduction until otherwise indicated by HUD.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Not applicable.

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## AP-20 Annual Goals and Objectives

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome +1Indicator
1	Sustain and Strengthen Neighborhoods	2015	2016	Non-Housing Community Development	City of Huntington Park	Priority Housing Needs	\$436,937 (CDBG)	Housing Code Enforcement/ Foreclosed Property Care – <b>800 Housing Units</b> (Code Enforcement)
2	Preserve Existing and Create New Affordable Housing	2015	2016	Affordable Housing	City of Huntington Park	Priority Housing Needs	\$75,000 (CDBG) \$1,057,834 (HOME)	Rental Units Rehabilitated – <b>4 Household Housing Units</b> (Marconi Bungalows; Acquisition/Rehab/New Construction)  Homeowner Units Rehabilitated – <b>19 Household Housing Units</b> (Residential Rehabilitation; Minor Home Repair)
3	Support Social Service Agencies that Assist Homeless Populations	2015	2016	Homeless Non-Housing Community Development	City of Huntington Park	Priority Homeless Needs	\$20,000	Public service activities other than Low/Mod Income Housing Benefit - <b>580 Persons Assisted</b> (Southeast Churches Service Center; Salvation Army Southeast Communities)
4	Support Social Service Agencies that Assist Special Needs Populations	2015	2016	Non Homeless Special Needs	City of Huntington Park	Priority Special Needs Populations	\$15,000	Public service activities other than Low/Mod Income Housing Benefit – <b>300 Persons Assisted</b> (HP Senior Program)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Preserve Existing Public Facilities	2015	2016	Non-Housing Community Development	City of Huntington Park	Priority Community Facilities	\$110,000 (CDBG)	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit – <b>58,310 Persons Assisted</b> (Salt Lake Park Splash Pad Project)
6	Provide for Needed Infrastructure Improvements	2015	2016	Non-Housing Community Development	City of Huntington Park	Priority Infrastructure Needs	\$520,000	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit – <b>3,611 Persons Assisted</b> (Pacific Boulevard Revitalization Project)
7	Provide Needed Community Services to Low/Mod Persons	2015	2016	Non-Housing Community Development		Priority Community Services	\$162,099 (CDBG)	Public service activities other than Low/Mod Income Housing Benefit – <b>575 + ?? Persons Assisted</b> (Youth: P&R After School Project; HP Library Homework Center; HP Youth Workforce & Civic Engagement Program) Public service activities other than Low/Mod Income Housing Benefit – <b>58,310 Persons Assisted</b> (General Public Services: Community Beautification) Public service activities other than Low/Mod Income Housing Benefit – <b>220 Persons Assisted</b> (Fair Housing)

8	Provide Economic Opportunity	2015	2016	Non-Housing Community Development	City of Huntington Park	Economic Opportunity	\$479,173 (CDBG)	Businesses assisted – <b>40 Businesses assisted</b> (Business Assistance & Economic Development Program)  Façade treatment/business building rehabilitation – <b>4 Businesses</b> (Commercial Rehabilitation)
9	Planning for Housing and Community Development	2015	2016	Other: Administration	City of Huntington Park	Other Housing and Community Development Needs	\$239,466 (CDBG)  \$46,427 (HOME)	CDBG Administration  HOME Administration

**Table 8 – Goals Summary**

### Goal Descriptions

<b>1</b>	<b>Goal Name</b>	<b>Sustain and Strengthen Neighborhoods</b>
	<b>Goal Description</b>	Using CDBG funds, the City will sustain and strengthen neighborhoods by eliminating unsafe conditions and blight while improving the quality of life of residents within the community. (Project: Code Enforcement)
<b>2</b>	<b>Goal Name</b>	<b>Preserve Existing and Create New Affordable Housing</b>
	<b>Goal Description</b>	HOME funds will also be used to assist affordable housing developers in the acquisition, construction and/or rehabilitation of low-income rental and/or owner housing units. The City will also use CDBG funds for minor rehabilitation programs for low and moderate income homeowners. (Projects: Marconi Bungalows; Acquisition/Rehab, New Construction; Residential Rehab; Minor Home Repair)
<b>3</b>	<b>Goal Name</b>	<b>Support Social Service Agencies that Assist Homeless Populations</b>
	<b>Goal Description</b>	Using CDBG public service funds, the City will provide assistance to homeless service providers including, but not limited to, Southeast Churches Service Center and Salvation Army. (Project: Southeast Churches Service Center Emergency Food Program; Salvation Army Southeast Communities Family Services Program)
<b>4</b>	<b>Goal Name</b>	<b>Support Social Service Agencies that Assist Special Needs Populations</b>
	<b>Goal Description</b>	Using CDBG public service funds, the City will provide assistance to special needs service providers including, but not limited to, the Huntington Park Parks and Recreation Department for the Huntington Park Senior Program. (Project: HP Senior Program)

<b>5</b>	<b>Goal Name</b>	<b>Preserve Existing Public Facilities</b>
	<b>Goal Description</b>	Using CDBG funds, the City will provide financial assistance to improve public facilities and parks. (Projects: Salt Lake Park Splash Pad Project; Soccer Field Lighting Project; other TBD)
<b>6</b>	<b>Goal Name</b>	<b>Provide for Needed Infrastructure Improvements</b>
	<b>Goal Description</b>	Infrastructure improvements cover such issues as upgrades or expansion of streets, sidewalks, curbs and gutters, sewer and drainage systems, and street lights, and are in general an eligible expenditure for CDBG funds within low and moderate-income areas. (Projects: Pacific Boulevard Revitalization Project)
<b>7</b>	<b>Goal Name</b>	<b>Provide Needed Community Services to Low/Mod Persons</b>
	<b>Goal Description</b>	Using CDBG public service funds, the City will provide assistance to various social service agencies for programs for youth, fair housing, anti-crime, and general public services. Services must benefit at least 51 percent low/mod persons. (Projects: P&R After School Program; HP Library Homework Center; Fair Housing Services; Community Beautification; Hire HP Youth, Workforce, and Civic Engagement Program)
<b>8</b>	<b>Goal Name</b>	<b>Provide Economic Opportunity</b>
	<b>Goal Description</b>	Using CDBG funds, the City will support projects and programs targeted to low and moderate-income business owners, or persons wishing to start or expand a business. The city will pursue a partnership with a local Small Business Assistance Center to administer the City's Economic Development Program and to implement the goals outlined in the City's 2013 Economic Development strategy. (Projects: Commercial Rehabilitation; Business Assistance and Economic Development)
<b>9</b>	<b>Goal Name</b>	<b>Planning for Housing and Community Development</b>
	<b>Goal Description</b>	The City will conduct the following administration/planning activities: (1) General Administration of the overall CDBG and HOME Program, including preparation of budget, applications, certifications and agreements, (2) Coordination of all CDBG-funded capital improvement projects, (3) Coordination of the Public Service Subrecipients, (4) Coordination of all HOME-funded housing projects, (5) Monitoring of all CDBG and HOME projects/programs to ensure compliance with federal regulations, (6) Preparation of the Annual Action Plan, and (7) Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). The City may use up to 20% of its annual CDBG entitlement on administration activities; and 10% is allowed for HOME administration activities. (Project: CDBG Administration; HOME Administration)

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)**



As presented in Table 7 above, the City's one-year goal is to provide affordable housing opportunities to 8 extremely low, low, and moderate income households through the following activities:

- Marconi Bungalows (6303 ½ Marconi Street): Working with a local CHDO, the Oldtimers Housing Development Corp., the City will rehabilitate 2 units which will make them subject to occupancy and affordability restrictions affordable to low income households under HOME and previously provided NSP funds.
- Acquisition / Rehabilitation: Huntington Park will pursue another affordable housing project with approximately 2 units to be managed and operated by local CHDO.
- Residential Rehabilitation Program: The City will offer rehabilitation assistance to 4 extremely low, low, and moderate income households.

### **AP-35 Projects – 91.220(d)**

The following projects are based on the City's identified priority needs and activities. Projects/programs operated citywide are noted. The majority of the projects are targeted low and moderate income persons, or neighborhoods in census tracts with 51% or more who are low- or moderate-income. All proposed activities are eligible and meet program service targets.

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## Projects

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Code Enforcement	City of Huntington Park	Sustain and Strengthen Neighborhoods	Priority Housing Needs	CDBG: \$436,937
Marconi Bungalows (6303 ½ Marconi Street)	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$340,400
Acquisition / Rehabilitation / New Construction	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$517,433
Residential Rehabilitation	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$200,000
Minor Home Repair	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	CDBG: \$75,000
Southeast Churches Service Center Emergency Food Program	City of Huntington Park	Support Social Service Agencies that Assist Homeless Populations	Priority Homeless Needs	CDBG: \$10,000
Salvation Army Southeast Communities Family Services Program	City of Huntington Park	Support Social Service Agencies that Assist Homeless Populations	Priority Homeless Needs	CDBG: \$10,000
Huntington Park Senior Program	City of Huntington Park	Support Social Service Agencies that Assist Special Needs Populations	Priority Special Needs	CDBG: \$15,000
Salt Lake Park Splash Pad Project	City of Huntington Park	Preserve Existing Public Facilities	Priority Community Facilities	CDBG: \$110,000
Pacific Boulevard Revitalization Project	City of Huntington Park	Provide for Needed Infrastructure Improvements	Priority Infrastructure Needs	CDBG: \$520,000
Parks and Recreation After School Program	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$75,000
Huntington Park Library Homework Center	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$10,000
Hire HP Youth, Workforce, and Civic Engagement Program	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$20,000

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Community Beautification (Graffiti Removal)	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$47,099
Fair Housing Services	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$10,000
Commercial Rehabilitation	City of Huntington Park	Economic Opportunity	Economic Opportunity	CDBG: \$454,173
Business Assistance and Economic Development	City of Huntington Park	Economic Opportunity	Economic Opportunity	CDBG: \$25,000
CDBG Administration	City of Huntington Park	Planning for Housing and Community Development	Other Housing and Community Development Needs	CDBG: \$239,466
HOME Administration	City of Huntington Park	Planning for Housing and Community Development	Other Housing and Community Development Needs	HOME: \$46,427

**Table 8 – FY 2015/16 Projects**

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The Housing and Homeless Needs Assessment of the Consolidated Plan discusses housing need by income category. Income levels identified are 1) extremely low-income; 2) very low-income, and; 3) low- and moderate-income households. Based on HUD recommendations, general relative priorities for funding will be as follows:

**HIGH PRIORITY:** Activities to address this need will be funded during the five-year period.

**MEDIUM PRIORITY:** If funds are available, activities to address this need may be funded by the City during the five-year period. The City may also use other sources of funds and take actions to locate other sources of funds.

**LOW PRIORITY:** It is not likely the City will fund activities to address this need during the five-year period.

The highest priority has been assigned to the needs of the lowest income residents, based on the assumption that in this high cost real estate market, they are at greater risk of displacement, homelessness or other serious housing situations due to limited financial resources and other limitations they may face.

The Consolidated Plan identifies several obstacles in meeting underserved needs, including the high and sustained demand for public services, as well as the shortage of funding to address the community's needs.

## AP-38 Projects Summary

### Project Summary Information

1	<b>Project Name</b>	Code Enforcement
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Sustain and Strengthen Neighborhoods
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	CDBG: \$436,937
	<b>Description</b>	This program provides for property inspections near CDBG funded activities, target areas, and in census tracts having a predominance of low and moderate-income residents. This project also funds the Neighborhood Improvement Program, which focuses on improving the physical appearance of the City, promoting neighborhood improvement projects, and community empowerment. The implementing agency is the City Police Department.
	<b>Target Date</b>	
	<b>Location Description</b>	Citywide.
	<b>Planned Activities</b>	Same as description.
2	<b>Project Name</b>	Marconi Bungalows (6303 ½ Marconi Street)
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing and Create New Affordable Housing
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	HOME: \$340,400
	<b>Description</b>	The City is contributing \$295,400 in HOME Program funds to the CHDO, Oldtimers Housing Development Corporation-IV, to construct a one-bedroom single-family dwelling built over a four-car garage with tandem parking, and to complete rehabilitation of a two-bedroom detached unit. The proposal provides for on-site improvements, as well as \$45,000 in project delivery soft costs, e.g., underwriting and property inspections. Both two units will be subject to occupancy and affordability restrictions affordable to low income households under HOME and previously provided NSP funds.
	<b>Target Date</b>	
	<b>Location Description</b>	6303 ½ Marconi Street, Huntington Park
	<b>Planned Activities</b>	Same as in description.

<b>3</b>	<b>Project Name</b>	Acquisition / Rehabilitation / New Construction
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing and Create New Affordable Housing
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	HOME: \$517,433
	<b>Description</b>	HOME funds will be used to gap finance an affordable housing project at a location yet to be determined. The implementing agency is the City's Community Development Department.
	<b>Target Date</b>	
	<b>Location Description</b>	To be determined.
	<b>Planned Activities</b>	Same as in description.
<b>4</b>	<b>Project Name</b>	Residential Rehabilitation
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing and Create New Affordable Housing
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	HOME: \$200,000
	<b>Description</b>	This program provides financial assistance to owners of single-family homes (one to four units) and rental properties for rehabilitation improvements. Loans of up to \$50,000 are provided to qualified low and moderate income households, with a forgivable component of up to \$25,000 for repairs that correct health and safety violations. The implementing agency is the City's Community Development Department.
	<b>Target Date</b>	
	<b>Location Description</b>	Various
	<b>Planned Activities</b>	Same as in description.

5	<b>Project Name</b>	Minor Home Repair
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing and Create New Affordable Housing
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	CDBG: \$75,000
	<b>Description</b>	The program provides on a citywide basis free exterior minor home repairs, energy conservation activities, security and safety improvements, exterior refurbishing and painting to eligible low and moderate-income households. The program offers a grant of up to \$5,000 to the homeowner for labor and materials and minor repairs to the property.
	<b>Target Date</b>	
	<b>Location Description</b>	Various
	<b>Planned Activities</b>	Same as description.
6	<b>Project Name</b>	Southeast Churches Service Center
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Support social service agencies that assist homeless populations
	<b>Needs Addressed</b>	Priority Homeless Needs
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	This program provides a delivery system of essential food products to low and moderate income persons via grocery bags to homeless and at-risk of becoming homeless persons.
	<b>Target Date</b>	
	<b>Location Description</b>	2780 Gage Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.

<b>7</b>	<b>Project Name</b>	Salvation Army Southeast Communities/Family Services Program
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Support social service agencies that assist homeless populations
	<b>Needs Addressed</b>	Priority Homeless Needs
	<b>Funding</b>	CDBG: \$1,000
	<b>Description</b>	This program provides services to the homeless, those at-risk of being homeless and low-income families/persons through the provision of various activities including emergency food service for families, senior food bags, showers, clothing and furniture vouchers, emergency motel vouchers and bus tokens.
	<b>Target Date</b>	
	<b>Location Description</b>	2965 Gage Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.
<b>8</b>	<b>Project Name</b>	Huntington Park Senior Program
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Support social service agencies that assist special needs populations
	<b>Needs Addressed</b>	Priority Special Needs Populations
	<b>Funding</b>	CDBG: \$15,000
	<b>Description</b>	The HP Senior Program promotes the benefits of leading a healthier lifestyle among older adults through educational workshops, coordinated physical activities, excursions and other recreation-based events and activities.
	<b>Target Date</b>	
	<b>Location Description</b>	Huntington Park Community Center 3401 East Florence Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.



9	<b>Project Name</b>	Salt Lake Park Splash Pad Project
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing Public Facilities
	<b>Needs Addressed</b>	Priority Community Facilities
	<b>Funding</b>	CDBG: \$110,000
	<b>Description</b>	The development of the Salt Lake Park Splash Pad project addresses the recreational needs identified by community residents during the 2008 Parks and Recreation Master Plan process and subsequent park planning meetings. The construction of this water play facility will responsibly consider the state of California's limited water resources and will feature an eco-friendly water filtration system. Low-income families residing in Huntington Park and the surrounding cities of southeast Los Angeles County, will therefore enjoy and benefit from an amenity that will be built with full consideration to future generations. The allocation of \$110,000 in FY 2016/17 is in addition to the \$150,000 allocated in FY 2015/16, for a total CDBG allocation of \$260,000.
	<b>Target Date</b>	
	<b>Location</b>	Salt Lake Park
	<b>Description</b>	3401 East Florence Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.
10	<b>Project Name</b>	Pacific Boulevard Revitalization Project
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide for Needed Infrastructure Improvements
	<b>Needs Addressed</b>	Priority Infrastructure Needs
	<b>Funding</b>	CDBG: \$520,000
	<b>Description</b>	CDBG funds will be used for the design and construction of street improvements targeted in the downtown, census tract 5326.05. Street improvements include lighting, sidewalk construction and landscape treatments in parkways and street improvements including crosswalks.
	<b>Target Date</b>	
	<b>Location</b>	Pacific Boulevard, Randolph Street, and Florence Street.
	<b>Description</b>	
	<b>Planned Activities</b>	Same as description.

<b>11</b>	<b>Project Name</b>	Park and Recreation After School Program
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$75,000
	<b>Description</b>	This program provides after school supervision at City parks and offers a variety of recreational activities such as sports, a nutrition program, arts and crafts, field trips, and homework assistance. The program serves to improve the safety of the parks for all users, and helps deter crime, vandalism, graffiti and drug use among youth by offering positive alternatives. The Program is offered at the following locations: Freedom Park, Robert Keller Park, Huntington Park Community Center, and Raul R. Perez Memorial Park.
	<b>Target Date</b>	
	<b>Location Description</b>	Various Locations
	<b>Planned Activities</b>	Same as description.
<b>12</b>	<b>Project Name</b>	Huntington Park Library Homework Center
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	The Center benefits the children of the Huntington Park community by providing a quiet environment where learning and completion of school assignments are encouraged and promoted. Students in grades one through eight may drop in during established hours to receive supervised guidance and assistance in homework related areas, as well as access to online educational resources.
	<b>Target Date</b>	
	<b>Location Description</b>	Huntington Park Library 6518 Miles Avenue, Huntington Park, CA 90255
	<b>Planned Activities</b>	Same as description.

<b>13</b>	<b>Project Name</b>	Hire HP Youth, Workforce, and Civic Engagement Program
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$20,000
	<b>Description</b>	The Hire Huntington Park Youth, Workforce, and Civic Engagement Pilot Program is designed as a 7-week internship program targeting local Huntington Park high school juniors and seniors, as well as freshman college students. The program will provide support for local youth by building their workforce readiness skills and experience with local businesses and City departments. Interns will end their summer experience by attending a UCLA Unicamp whereby youth participants will participate in a one-week wilderness camping team building experience. Overall, the program provides tutoring, literacy, employment preparation, supportive services, and leadership development.
	<b>Target Date</b>	
	<b>Location Description</b>	Citywide.
	<b>Planned Activities</b>	Same as Description.
<b>14</b>	<b>Project Name</b>	Community Beautification / Graffiti Removal
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$47,099
	<b>Description</b>	This program provides contracted services to remove graffiti throughout the City, including all streets, public sidewalks, and public and private buildings. All residents of Huntington Park receive improved access to this public service for the purpose of creating a suitable living environment.
	<b>Target Date</b>	
	<b>Location Description</b>	Citywide.
	<b>Planned Activities</b>	Same as Description.

<b>15</b>	<b>Project Name</b>	Fair Housing Services
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	The City funds the Fair Housing Foundation to affirmatively further fair housing by providing fair housing related services, including housing discrimination counseling and investigative services, landlord-tenant housing dispute resolution services and education and outreach services.
	<b>Target Date</b>	
	<b>Location</b>	Citywide
	<b>Description</b>	
	<b>Planned Activities</b>	Same as description.
<b>16</b>	<b>Project Name</b>	Commercial Rehabilitation
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Economic Opportunity
	<b>Needs Addressed</b>	Economic Opportunity
	<b>Funding</b>	CDBG: \$454,173
	<b>Description</b>	The program provides up to \$50,000 in rehabilitation assistance to commercial properties for facade and other exterior improvements, to improve handicap accessibility, and to correct code violations. The program also funds project delivery costs related to commercial rehabilitation projects, such as a portion of one staff position, labor compliance consulting fees and architectural consulting fees.
	<b>Target Date</b>	
	<b>Location</b>	Various locations
	<b>Description</b>	
	<b>Planned Activities</b>	Same as description.

<b>17</b>	<b>Project Name</b>	Business Assistance and Economic Development
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Economic Opportunity
	<b>Needs Addressed</b>	Economic Opportunity
	<b>Funding</b>	CDBG: \$25,000
	<b>Description</b>	The City's business assistance and economic development program, to be administered by the Hub Cities Consortium via a subrecipient agreement with the City of Huntington Park, will outreach to businesses in the city. The program, called the Huntington Park Business Assessment and Economic Development Program, will offer services including: free Labor Market Survey Analysis (LMSA); Business Needs Analyses (BNA); employment/job training; and job placement. The goal of Hub Cities Consortium is to offer valuable resources, expertise, and business assistance tools to the business community.
	<b>Target Date</b>	
	<b>Location</b>	Community Development Department
	<b>Description</b>	6550 Miles Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.
<b>18</b>	<b>Project Name</b>	CDBG Administration
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Planning for Housing and Community Development
	<b>Needs Addressed</b>	Other Housing and Community Development Needs
	<b>Funding</b>	CDBG: \$239,466
	<b>Description</b>	This program provides for the overall development, financial management, coordination and monitoring of the CDBG program, HUD communication, public participation, as well as planning and urban environmental design and studies. The implementing agency is the City Community Development Department.
	<b>Target Date</b>	
	<b>Location</b>	Community Development Department
	<b>Description</b>	6550 Miles Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.

<b>19</b>	<b>Project Name</b>	HOME Administration
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Planning for Housing and Community Development
	<b>Needs Addressed</b>	Other Housing and Community Development Needs
	<b>Funding</b>	HOME: \$46,427
	<b>Description</b>	Funds provide for the overall development, management, coordination and monitoring of the HOME program as implemented by the Community Development Department.
	<b>Target Date</b>	
	<b>Location</b>	Community Development Department
	<b>Description</b>	6550 Miles Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The City utilizes CDBG and HOME funds for projects and programs operated citywide. However, the majority of CDBG-funded facility projects are targeted to the most-needy neighborhoods: those census tracts where 51% or more of the residents are low- or moderate-income. Of Huntington Park's twenty census tracts, seventeen are majority (>50%) low/mod income, and are thus designated "low/mod" tracts by HUD. Census tract 5326.03, block group 1, census tract 5335.03, block group 2, and census tract 5345.01, block group 1 are <50% low/mod and thus do not qualify as a low/mod tract per HUD guidelines. Subtracting the population in these three non-qualifying block groups (2,925) from the city's total population of 61,235 residents results in a balance of 58,310 low/mod residents.

The City's Neighborhood Improvement, Code Enforcement, and Graffiti Removal programs are provided on a citywide basis and are funded in part through the City's General Fund for the three census block groups in the City that are not designated low-moderate income areas. All other activities funded as part of this Consolidated Plan are offered on a citywide basis to low and moderate-income Huntington Park residents, except for HOME-funded Housing Development activities and the CDBG-assisted Commercial Rehabilitation Program in the downtown. The City's rationale for implementing activities on a citywide basis, rather than geographically targeting certain neighborhoods is as follows:

- 95% of Huntington Park's population falls within a designated low/mod area; and
- Huntington Park faces significant needs for neighborhood improvement, code enforcement, residential rehabilitation and other community improvements throughout the City.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

Based on the CHAS tables provided by HUD (extrapolated from 2007-2011 ACS data), the following summarizes two key housing problems in Huntington Park:

- **Renter Cost Burden:** Among Huntington Park's approximately 9,325 low and moderate income (<80% AMI) renter households, 5,998 (64%) face a cost burden of spending greater than 30% of income on rent. Over one-third of the City's low and moderate income renters face a severe cost burden, with 3,104 spending more than 50% of income on rent. As depicted in Figure 4, high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.
- **Household overcrowding:** Defined as greater than one person per room, household overcrowding has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.

For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues.

In addition to the lack of affordable rental housing, the City's Consolidated Plan recognizes the need for owner and renter rehabilitation. The age of a community's housing stock can provide an indicator of overall housing conditions. Typically housing over 30 years in age is likely to need rehabilitation work to major elements of the structure, such as roofing, siding, plumbing and electrical systems. As a mature community, the majority of Huntington Park's housing stock consists of units older than 30 years of age. Among owner-occupied housing, 78% of units were constructed prior to 1980. Similarly, a substantial proportion of Huntington Park's rental housing is greater than 30 years in age (83%); this housing typically suffers more wear-and-tear from tenants than owner-occupied housing. Additionally, an estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.



One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	8
Special-Needs	
Total	8

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	3
Rehab of Existing Units	5
Acquisition of Existing Units	
Total	8

**Table 10 - One Year Goals for Affordable Housing by Support Type**

## Discussion

The City is proposing to use HOME funds to rehabilitate one unit and construct one unit, for a total of two units, at 6303 ½ Marconi Street, Huntington Park. The project is being done with a local CHDO, the Oldtimers Housing Development Corp. Both units will be subject to occupancy and affordability restrictions affordable to low income households under HOME and previously provided NSP funds. Also, the City will implement a residential rehabilitation program to address the substandard issues described above. The City will also pursue another affordable housing project with a local Community Housing Development Organization (CHDO). The City will extend gap financing to acquire and support construction of affordable permanent rental housing, likely to be made available to transition aged youth (TAY). While a location is yet to be determined, the City will attempt to address the two key problems described above: 1) renter cost burden; and 2) household overcrowding.

## **AP-60 Public Housing – 91.220(h)**

Huntington Park's Housing Assistance Voucher (formerly Section 8) rental assistance program is administered by the Los Angeles County Housing Authority (HACoLA). HACoLA's Housing Assistance Voucher program currently assists approximately 23,000 families through a partnership with over 13,000 property owners throughout the County. Within Huntington Park, HACoLA administers 458 tenant-based vouchers for low income households (November 2014). There is no public housing within Huntington Park. The inventory of 557 units of assisted rental housing in Huntington Park, and units at risk of conversion to market rate, is discussed in the Consolidated Plan, section MA-10.

### **Actions planned during the next year to address the needs to public housing**

Not applicable.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not applicable.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

The Los Angeles Homeless Services Authority (LAHSA) coordinates the biennial Greater Los Angeles Homeless Count for the Los Angeles County/City Continuum of Care (LA CoC) as part of the national effort required by HUD to enumerate the homeless population. For purposes of reporting homeless count data to HUD, all Continuum of Care use a “literal homeless” definition: “Men, women, and children who are:

- Sleeping in places not meant for human habitation, including on the street, in parks, along rivers, in backyards, unconverted garages, cars and vans, along freeways or under overpasses, and the like; or
- Sleeping in emergency shelters, safe havens, or transitional housing programs and were homeless upon entry to the program.”

LAHSA’s 2013 “point in time” count enumerated 58,423 homeless individuals in the County, reflecting a 16% increase from the 2011 count. Specifically for the Los Angeles CoC (LA CoC excludes the cities of Glendale, Pasadena and Long Beach), LAHSA reports a population of 53,798 homeless individuals, up by over 8,000 persons since 2011. Of this number, 12,934 are sheltered, 22,590 are unsheltered, and 18,274 are “hidden homeless,” meaning homeless persons who would not have been seen in the street or shelter count.

**Table 12 – Changes in Homeless Population in LA CoC (Including Hidden Homeless) 2011-2013**

	Sheltered Homeless		Unsheltered Homeless		Hidden Homeless		Total	
	#	%	#	%	#	%	#	% of County
<b>2011</b>	16,882	37%	17,740	39%	10,800	24%	45,422	
<b>2013</b>	12,934	24%	22,590	42%	18,274	34%	53,798	93%
<b>Changes</b>	-3,948	-23%	+4,850	27%	+7,474	69%	+8,376	18%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

Furthermore, 46,303 are single adults, 6,678 are families with children, and 817 are unaccompanied youth. Over 70 percent of the total number of homeless persons were male. Finally, shelter counts fell 23% since 2011: emergency shelters fell over 34 percent from 9,855 in 2011 to 6,468 in 2013; transitional shelters fell almost 8 percent from 6,982 in 2011 to 6,445 in 2013; and safe haven shelters decreased over 50 percent from 45 in 2011 to 21 in 2013.

**Table 13 – Changes in LA CoC Homeless Population, 2011-2013**

	Single Adults		Family Members		Unaccompanied Youth		Total	
	#	%	#	%	#	%	#	%
<b>2011</b>	35,838	79%	9,218	20%	366	1%	45,422	100%
<b>2013</b>	46,303	86%	6,678	12%	817	2%	53,798	100%
<b>Changes</b>	+10,465	+29%	-2,540	-28%	+451	+123%	+8,376	18%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

**Table 14 – Changes in LA CoC Shelter Counts, 2011-2013**

	Emergency Shelters		Transitional Shelters		Safe Haven Shelters		Total	
	#	%	#	%	#	%	#	%
<b>2011</b>	9,855	58%	6,982	41%	45	.3%	16,882	100%
<b>2013</b>	6,468	50%	6,445	50%	21	.2%	12,934	100%
<b>Changes</b>	-3,387	-34%	-537	-8%	-24	-53%	-3,948	-23%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

According to LAHSA, the increase in the homeless population over just the last few years can be attributed to a continuing, persistent recession; loss of critical resources under the American Recovery and Reinvestment Act; a lack of affordable housing options for low income households and increasing rental rates; prison realignment which released prisoners without adequate funding and coordination of services and housing options; less Federal McKinney-Vento funding because of the new use of CDBG funding formulas; and in-migration of homeless persons to Los Angeles County.

While the homeless counts display an increase from 2011 to 2013 in the LA CoC as a whole, certain smaller geographic areas show differing trends. To explain, LAHSA has further divided the County into eight geographic areas designated as Service Planning Areas (SPA's) to provide better local control and planning efforts. The East Los Angeles Service Planning Area (SPA 7) which includes the city of Huntington Park, had a total homeless population of 2,430 persons, down 24 percent from 3,208 persons in 2011 (excludes hidden homeless). Of this population, 78 percent (1,901) are single adults, 21 percent (499) are family members, and 1 percent (30) are unaccompanied youth. Additionally, 37 percent (897) are sheltered, and 63 percent (1,533) are unsheltered. The 2013 shelter counts for SPA 7 include the following:

- Emergency Shelters: 151 beds, 111 units
- Transitional Housing: 679 beds, 517 units
- Permanent Supportive Housing: 924 beds, 361 units
- Winter Shelter Program: 64 beds, 64 units

Included in the Permanent Supportive Housing count is Huntington Park's Mosaic Gardens at Huntington Park project which includes 34 beds in 23 units. The project was developed by LINC Housing with the assistance of Federal HOME dollars from the City of Huntington Park.

Huntington Park's homeless population is estimated to range between 30-50 persons. City Code Enforcement staff indicate there are approximately 30 chronic homeless in the City, consisting predominately of single men. According to City staff, a large majority of the City's homeless are chronic substance abusers, have been homeless for several years and are more service resistant than those who have only been homeless for a short period of time. While staff reports no "visible" homeless families, the City is the only jurisdiction in the immediate area that allows

overnight street parking, and as a result temporarily homeless individuals and families from the greater area come to Huntington Park to sleep in their cars overnight.

Despite Huntington Park's relatively limited homeless population given the City's size, a much larger segment of the community is at risk of becoming homeless. Over one-quarter of the City's residents live below the poverty line, with 44 percent of female-headed households with children in poverty, placing them at particular risk of homelessness. Another at-risk group includes the approximately 450 households in Huntington Park receiving Section 8 vouchers. While many of the aforementioned households are not living in shelters or on the street, many face problems of overcrowding and overpayment in an effort to afford housing. Others may live with friends or relatives or in substandard units such as converted garages.

Rising rents in Huntington Park have placed many lower-income persons at greater risk of homelessness. In particular, family households and single mothers are vulnerable due to the high costs associated with childcare. Rent increases have also hurt those with low-wage jobs. A lack of available Section 8 vouchers as well as a decline in apartment owners willing to accept these vouchers also places households at risk.

Almost all service agencies cited a need for more affordable housing in Huntington Park. Affordable housing for special needs groups such as large families and single mothers with children was seen as critical to alleviating overcrowding and preventing homelessness.

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Huntington Park does not administer a homeless prevention program; however, two CDBG supported local homeless providers, the Southeast Churches Service Center and the Salvation Army Southeast Communities, both provide a referral service and transportation to the nearby Salvation Army Bell Shelter in the city of Bell. The Bell Shelter assesses the individual needs of homeless persons including case management, supportive and transitional housing, individual or group counseling, a drug and alcohol program, job search assistance, homeless veteran's reintegration, adult education, and a mobile medical clinic.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

Huntington Park addresses the emergency and transitional needs of the homeless and other persons needing shelter by actively participating in programs administered by public and quasi-public agencies. While no emergency shelters are located in Huntington Park, a 340 bed regional shelter is located in the adjacent city of Bell. The Bell Shelter, operated by the Salvation Army, provides emergency and transitional care for up to 340 homeless adults, including 154 in the shelter, 128 in the drug and alcohol program, and 49 in longer-term transitional housing. In

addition to a place to stay, the Bell Shelter provides case management; substance abuse rehabilitation; counseling; on-site health care and medical referrals; computer training, job training and job search program; veterans' reintegration program; and life skills classes. On-site adult education classes are offered through the LA Unified School District, which can lead to various vocational certificates. ESL classes are also offered. Bell Shelter collaborated with the County of Los Angeles Department of Mental Health and the Veterans Administration to provide a new, 76,000-foot renovated shelter, targeting homeless, mentally ill, veterans and persons seeking alcohol and drug recovery.

The City's Zoning Code currently allows transitional housing and emergency shelter to be located within its City limits. To further these uses, the City revised its Zoning Code in 2009 to identify emergency shelters as a permitted use in the MPD zone, and transitional and supportive housing as permitted uses within residential zoning districts.

Huntington Park also responds to the emergency needs of the homeless and other persons needing emergency shelter by participating in programs administered by homeless service agencies. The City supports the motel voucher program administered by the local Salvation Army and the Southeast Churches Service Center in Huntington Park. Both organizations will continue to provide transportation assistance to those individuals who wish to go to the Bell regional shelter, or other shelters in neighboring communities.

Lastly, Huntington Park used local HOME funds to develop a transitional housing project, Mosaic Gardens, on Middleton Street in Huntington Park. Partnering with LINC Housing, the City restored and renovated the building to serve as a home for limited-income families and transition age youth (TAY), ages 18-24, who also receive services from the Los Angeles County Department of Mental Health (LACDMH). The former 55 motel rooms were converted into 24 apartments to provide each family a space of their own. The location provides easy access to transportation, grocery stores, and job opportunities. The project also boasts a large community courtyard with a tot lot and barbecues for residents to enjoy. A community room, private counseling rooms, and computers provide space for social activities and services that will support residents at Mosaic Gardens at Huntington Park.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

In an ongoing effort to continue to address the needs of the homeless and those at risk of homelessness, the City will include a greater focus on the development of sustainable and

effective programming, which will consist of: applying for short and long-term available funding; partnerships with experienced service providers capable of leveraging other funding; the ability to create or secure affordable housing; perform homeless case management; and engage the homeless through a street outreach component in order to connect them to available services. The City's goal is to expand on current homeless programs and activities with a greater emphasis on homeless veterans and families to assist with their successful transition toward self-sufficiency.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Huntington Park will continue to contract with a fair housing provider to provide a wide range of fair housing services to ensure equal housing opportunities for its residents.

Homeless individuals or families and those at-risk of homelessness have the opportunity to get connected to supportive services, treatments, public resources and support groups through the Salvation Army and Southeast Churches Service Center (SCSC). The City supports both of these organizations through CDBG funds.

Lastly, lower income households overpaying for housing are likely to be at risk of becoming homeless upon loss of employment. The City will continue to coordinate with the Los Angeles County Housing Authority to provide Section 8 rental assistance to homeless individuals and families as well as those at risk of becoming homeless.

## **AP-75 Barriers to affordable housing – 91.220(j)**

Huntington Park has a strong history of supporting affordable housing. The City has adopted numerous provisions in its Zoning Ordinance that facilitate a range of residential development types and encourage affordable housing, including flexible development standards for affordable housing, a density bonus ordinance, and reasonable accommodation procedures for persons with disabilities. In addition, the City and its former Redevelopment Agency have provided direct financial assistance to support affordable and mixed income housing projects. The loss of Redevelopment Housing Funds, combined with reductions in federal HOME funds, will, however, will dampen the level of future affordable housing production in the City.

In addition to funding constraints, the primary barrier to the provision of affordable housing in Huntington Park is the lack of vacant land suitable for residential development. Separate owners of smaller parcels hold much of the underdeveloped and residentially zoned land in the City. This calls for alternative policy tools such as lot consolidation and/or demolition of existing older structures to accommodate higher density infill development.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City firmly believes that its policies and current practices do not create barriers to affordable housing. In January 2015, the City updated its Analysis of Impediments to Fair Housing Choice in which it reviewed various City policies and regulations, and has determined that none of these is an impediment to housing. The City will continue to review any new policies and procedures to ensure they do not serve as an actual constraint to development.

The State Department of Housing and Community Development, in their review of Huntington Park's 2008-2014 Housing Element, determined the City's land use controls, building codes, fees and other local programs intended to improve the overall quality of housing do not serve as a development constraint. Furthermore, the City's Housing Element sets forth the following programs as a means of continuing to facilitate the production of affordable housing:

- Affordable Housing Development Assistance
- Homeownership Assistance
- Affordable Housing Incentives Ordinance
- Modified Standards for Affordable and Special Needs Housing
- Provision of Sites in the CBD and Affordable Housing Overlay Districts
- By-Right Zoning Provisions for Emergency Shelters, Transitional Housing, Supportive Housing and Second Units



To specifically address the removal of barriers for persons with disabilities, Huntington Park recently adopted a Reasonable Accommodation Ordinance. The Ordinance clearly sets forth the procedures under which a disabled person may request a reasonable accommodation in application of the City's land use and zoning regulations. Such a request may include a modification or exception to the requirements for siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers. Reasonable accommodation requests may be approved administratively the Community Development Director, eliminating the requirement for the disabled applicant to undergo a zoning variance.

DRAFT

## **AP-85 Other Actions – 91.220(k)**

### **Actions planned to address obstacles to meeting underserved needs**

The City of Huntington Park has identified long-range strategies, activities and funding sources to implement the goals in the areas of housing and community development services for the benefit of the residents.

- The City will continue to seek other resources and funding sources to address the biggest obstacle to meeting the community's underserved needs, which is the lack of funding and/or inadequate funding.
- The City will look for innovative and creative ways to make its delivery systems more comprehensive and will continue existing partnerships with both for-profit and not-for-profit organizations.
- The City has restructured its use of HOME funds to concentrate on both affordable rental housing and homeowner rehabilitation programs.
- The City is currently addressing certain housing needs with federal funds such as availability, condition, and fair housing practices to prevent homelessness.
- The City is also addressing community development needs with federal funds such as infrastructure, improving public facilities and code enforcement.

### **Actions planned to foster and maintain affordable housing**

The City's Consolidated Plan has identified the preservation of existing, and the creation of new, affordable housing as a priority need during the 2015/16 – 2019/20 timeframe. During FY 206/17, the City proposes to use HOME funds on an affordable housing project with the Oldtimers Housing Development Corp. which will be made available to low income households at restricted rents. The project is located at 6303 ½ Marconi Street and consists of the rehabilitation of one unit, and the construction of one unit, for a total of two restricted units.

While a site for an affordable housing project is yet to be determined for an additional project, the City will endeavor to alleviate household overcrowding and renter cost burden, while at the same time, addressing the fundamental need for affordable housing for those at-risk of being homeless, three of the main housing issues described in the Consolidated Plan.

The City is providing funding support to local public service agencies such as the Salvation Army and Southeast Churches Service Center to that address the service needs of the homeless and those at risk of becoming homeless.

The City has also provided tenant based rental assistance to seniors in Huntington Park to help maintain their housing at affordable levels. The TBRA program ended in FY 2015/16.

## **Actions planned to reduce lead-based paint hazards**

As a means of better protecting children and families against lead poisoning, in 1999 HUD instituted revised lead-based paint regulations focused around the following five activities:

- Notification
- Lead Hazard Evaluation
- Lead Hazard Reduction
- Ongoing Maintenance
- Response to Children with Environmental Intervention Blood Lead Level

The City has implemented HUD Lead Based Paint Regulations (Title X), which requires federally funded rehabilitation projects to address lead hazards. Lead-based paint abatement is part of the City's Residential Rehabilitation Program and the Acquisition/Rehabilitation of Affordable Rental Housing Program. Units within rental housing projects selected for rehabilitation are tested if not statutorily exempt. Elimination or encapsulation remedies are implemented if lead is detected, and is paid for through CDBG or HOME funds, as appropriate.

The Community Development Department coordinates the City's efforts to reduce lead-based paint hazards pursuant to HUD Lead Based Paint Regulations (Title X) . To reduce lead in existing housing, all rehabilitation and minor home repair projects funded with CDBG and HOME are tested for lead and asbestos. When a lead-hazard is present, a lead consultant is hired to provide abatement or implementation of interim controls.

The City will also coordinate with the L.A. County Childhood Lead Prevention Program (CCLPP). CCLPP is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provides the City with the address of any household where there is evidence of lead poisoning or elevated blood levels in children or any other evidence of lead from a physical inspection of a property. The City will contact the property owner and offer financial aid to assist in the abatement of the hazard. The City will provide lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

In late 2015, the City was awarded a \$1.75 million HUD Lead Based Paint Hazard Control Grant, allowing significant expansion of its lead prevention and abatement activities. The grant will enable the City to identify and remediate lead hazards in residences occupied by lower income families with children, and educate the community about lead poisoning prevention, healthy homes and integrated pest management. This the second HUD Lead Based Paint Hazard Control Grant City awarded to the City of Huntington Park. In 2009, the City was awarded \$1.57 million which allowed the City to remediate lead hazards from 90 homes.

Lastly, the City's Minor Home Repair program can provide weatherization services, and as needed exterior paint, and perform healthy home interventions focusing on repairs for integrated pest management, moisture problems, smoke alarms, and correction or replacement of faulty appliances.

### **Actions planned to reduce the number of poverty-level families**

The 2007-2011 American Community Survey reported that one-fourth of City residents had incomes below the poverty level. Of greatest concern is an increase in the number of individuals and families becoming homeless or at risk of becoming homeless due to poor economic conditions. Major factors affecting the increase in poverty are unemployment and underemployment and climbing costs, especially of safety-net expenditures like insurance and health care.

Based on the Consolidated Plan's Needs Assessment and available resources for program year 2015-16, the City will allocate available resources (CDBG and HOME) to support public service programs for the benefit of low to moderate-income residents. The City will also expand and create new partnerships with service providers and community based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency. These actions will be achieved by:

- Creating new affordable housing by leveraging limited funding resources with private, federal, and state governmental subsidies and grants.
- Allocating 15 percent of CDBG entitlement funds for public services to increase family stability for lower income households.
- Enhancing employment opportunities for all residents and promoting self-sufficiency. This includes creating job opportunities, additional tax revenue, new investment opportunities and overall community improvement to Huntington Park residents by supporting existing businesses and bringing additional economic investment to the City.

Additionally, the City encourages the efforts of social service providers, government, housing providers/developers and the private sector to provide services and development programs that enhance job opportunities for Huntington Park residents, particularly low-income persons.

The City will fully comply with Section 3 of the Housing and Community Development Act, which helps foster local economic development and individual self-sufficiency. This set of regulations require that to the greatest extent feasible, the City will provide job training, employment, and contracting opportunities for low or very low-income residents in connection with housing and public construction projects.

### **Actions planned to develop institutional structure**

As the recipient of CDBG and HOME funds, the City has delegated the Community Development Department to be the lead department responsible for the overall administration of HUD grants. In that regard, the Department will prepare the Consolidated Plan and Analysis of Impediments to Fair Housing Choice every five years, draft the Annual Action Plan and CAPER, as well as all other reports required by federal rules and regulations.

The City will work with non-profit agencies, for-profit developers, advocacy groups, clubs, and organizations, neighborhood leadership groups, City departments and with the private sector to implement the City's five-year strategy to address the priority needs outlined in the Consolidated Plan for Fiscal Years 2015/2016 – 2019/2020. Engaging the community and stakeholders in the delivery of services and programs for the benefit of low to moderate residents will be vital in overcoming gaps in service delivery. The City will also utilize public notices, Community Workshops and Meetings (as appropriate), the City's website, and other forms of media to deliver information on carrying out the Consolidated Plan strategies.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

In an ongoing effort to bridge the gap of various programs and activities, the City has developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, low income individuals and families, and other special needs. Over the years, the City has expanded partnerships and created new ones along the way. The array of partners includes, but are not limited to: The Huntington Park Police, Parks and Recreation, and Public Works Departments; Oldtimers Housing Development Corporation; Southeast Churches Service Center, Los Angeles Legal Center; the Salvation Army; the YMCA; and the Los Angeles Homeless Services Authority (LAHSA) (Los Angeles County Continuum of Care). During FY 2016/17, the City will continue to develop these partnerships.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

The City of Huntington Park participates in HUD's CDBG Program that is used for creating decent affordable housing, suitable living environments, and economic opportunities. The new program year (2016/17) will begin on July 1, 2016. The FY 2016/17 CDBG allocation is \$1,247,328.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	The City's program income for FY 2016/17 has been programmed.
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	The City does not participate in a Section 108 Loan Guarantee Program.
3. The amount of surplus funds from urban renewal settlements	The City does not receive any urban renewal settlement funds.
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	At this time, there have been no additional grant funds returned to the line of credit for new activities or programs.
5. The amount of income from float-funded activities	The City's CDBG Program does not receive income from float-funded activities.
<b>Total Program Income</b>	<b>Total Program Income anticipated in FY 2016/17 is \$0.</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low to moderate income.	80%

The City's CDBG Program will not have activities to fund in FY 2016/17 under Urgent Needs.

**HOME Investment Partnership Program (HOME)**  
**Reference 24 CFR 91.220(l)(2)**

The City of Huntington Park participates in HUD's HOME Program that can be used to promote affordable housing in the City through activities such as homeowner rehabilitation, homebuyer activities, rental housing development, and tenant-based rental assistance. The 2016/17 Program Year will commence on July 1, 2016. The FY 2016/17 HOME allocation is \$464,278.

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City will provide grants, interest-bearing and non-interest-bearing deferred payment loans or residual receipts loans permitted under 24 CFR 92.206 (b) (1). The City will not institute other forms of investment forms not described in the aforementioned section nor provide loan guarantees described under 24 CFR 92.206 (b) (21).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Huntington Park is not proposing any homebuyer activities in FY 2015-16, however the following resale or recapture guidelines will apply should the City opt to fund these homebuyer activities:

*HOME Loan.* The City provides a "silent second" deferred trust deed mortgage to fund the difference between the market sales price (up to a maximum sale price established by HUD) and a mortgage amount that will provide an affordable housing cost to low and moderate-income households. The City loan is structured as a junior deferred loan to allow the borrower's repayment ability to be fully utilized under the primary loan. The City HOME loan will be recorded as a lien on the property, and will be due upon sale or transfer of title or when the borrower no longer occupies the home as his/her principal residence as required under 24 CFR 92.254. Homebuyers will sign a HOME Agreement pursuant to §92.504(c)(5) of the HOME rule, which outlines the affordability restrictions and recapture guidelines, as well as a Promissory Note and Deed of Trust.

*Affordability Requirements.* The affordability period in connection with the resale of HOME-assisted units will be 30 years.

*Recapture Provisions.* Should the property cease to be the principal residence of the homebuyer, the City will recapture the full amount of HOME investment (HOME subsidy) to the extent there are net proceeds following the sale of the property and repayment of non-HOME loan repayments and closing costs. Net proceeds are defined as the amount of sale proceeds remaining (if any) after payment of any superior loan(s) (non-HOME funds) and

customary closing costs. This limitation applies regardless of the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). This indebtedness becomes due and payable upon sale or transfer of the property, prior to the expiration of the period of affordability, to the extent there are sufficient “net proceeds”. If upon the voluntary or involuntary sale of the property prior to the expiration of the period of affordability there are insufficient net proceeds to pay the balance remaining of the City HOME loan, the Homebuyer is relieved from any further obligation to pay the indebtedness.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City does not propose to use HOME funds for a homebuyer program. However, should the City decide to fund such a program, Protocols will be developed to include the following characteristics:

- The City loan is structured as a junior deferred loan to allow the borrower’s repayment ability to be fully utilized under the primary loan. The City HOME loan will be recorded as a lien on the property, and will be due upon sale or transfer of title or when the borrower no longer occupies the home as his/her principal residence as required under 24 CFR 92.254. Homebuyers will sign a HOME Agreement pursuant to §92.504(c)(5) of the HOME rule, which outlines the affordability restrictions and recapture guidelines, as well as a Promissory Note and Deed of Trust.
  - Affordability Requirements. The affordability period in connection with the resale of HOME-assisted units will be 30 years.
  - Recapture Provisions. Should the property cease to be the principal residence of the homebuyer, the City will recapture the full amount of HOME investment (HOME subsidy) to the extent there are net proceeds following the sale of the property and repayment of non-HOME loan repayments and closing costs. Net proceeds are defined as the amount of sale proceeds remaining (if any) after payment of any superior loan(s) (non-HOME funds) and customary closing costs. This limitation applies regardless of the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). This indebtedness becomes due and payable upon sale or transfer of the property, prior to the expiration of the period of affordability, to the extent there are sufficient “net proceeds”. If upon the voluntary or involuntary sale of the property prior to the expiration of the period of affordability there are insufficient net proceeds to pay the balance remaining of the City HOME loan, the Homebuyer is relieved from any further obligation to pay the indebtedness.
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:



The City does not propose to provide refinancing with HOME funds as described under 24 CFR 92.206(b). However, when lending HOME funds for single-family dwellings, the City may find it necessary to allow refinancing to permit or continue affordability under §92.252. If so, the City will amend its Consolidated Plan to describe refinancing guidelines that include the following refinancing general guidelines:

- a) Demonstrate the rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
- b) Require review of management practices to demonstrate that disinvestment in the property has not occurred, that the long-term needs of the project can be met and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
- c) State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
- d) Specify the required period of affordability, whether it is the minimum 15 years or longer.
- e) Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area.
- f) State that HOME funds cannot be used to refinance multifamily loans made or insured by any Federal program, including CDBG.

## Appendix - Alternate/Local Data Sources

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