

# CITY OF HUNTINGTON PARK

## City Council Regular Meeting Agenda Tuesday, December 20, 2016

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

**Graciela Ortiz**  
Mayor

**Marilyn Sanabria**  
Vice Mayor

**Jhonny Pineda**  
Council Member



**Karina Macias**  
Council Member

**Valentin Palos Amezquita**  
Council Member

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

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

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

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

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

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

### **Public Comment**

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**

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

## **CALL TO ORDER**

## **ROLL CALL**

Mayor 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**

Presentation to City of Huntington Park's Code Enforcement Officer Enrique Mendez on his Retirement

Presentation of Mayor's Holiday Awards

Presentation on the City of Huntington Park's Girls Softball Program

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



## **CLOSED SESSION (Continued)**

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

City of Huntington Park v. County of Los Angeles, et al.  
L.A.S.C No. BC 547969

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)

California Charter Schools Association v. City of Huntington Park, et al.  
(Case no. BS 166035)

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 Regular City Council Meeting held Tuesday, December 6, 2016.

### **COMMUNITY DEVELOPMENT**

2. **Second Reading, Waive further reading and Adopt Ordinance No. 2016-952, Amending Title 4, Chapter 7, Article 19 Entitled “Medical Marijuana Delivery” and Title 3, Chapter 1, Article 24 Entitled “Medical Marijuana Businesses” of the City of Huntington Park Municipal Code Relating to Medical Marijuana Dispensary and Cultivation Permits**

### **FINANCE**

3. **Approve Accounts Payable and Payroll Warrants dated December 20, 2016**

### **END OF CONSENT CALENDAR**

## REGULAR AGENDA

### FINANCE

4. **Authorization to Satisfy the Final Arbitrage Rebate and Yield Restriction Payment in Connection with the Issuance of \$55,875,000 Huntington Park Public Financing Authority Refunding Revenue Bonds, 2004 Series A**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the payment in \$1,733,840.30 to the Internal Revenue Service. This payment is equal to one hundred percent (100%) of the yield restriction liability due to the Internal Revenue Service based on the computation period of June 17, 2004 through December 9, 2016.

5. **Approve a Lease with Konica Minolta Business Solutions U.S.A., Inc. (KMBS) for Leasing of Copying Equipment for Huntington Park City Hall**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a Master Premier Lease Agreement between Konica Minolta Business Solutions (KMBS) and the City of Huntington Park relating to copying equipment and related maintenance services for a period of five (5) years commencing in January, 2017; and
2. Authorize the City Manager to execute the lease.

### COMMUNITY DEVELOPMENT

6. **Resolution Establishing an Economic Development Committee, Governing Committee Policies, Method of Appointment, Guidelines for the Conduct of Meetings and Other Related Matters**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-52, Establishing an Economic Development Committee, Governing Committee Policies, Method of Appointment, Guidelines for the Conduct of Meetings and Other Related Matters; and
2. Appoint Graciela Ortiz, Karina Macias, Efren Martinez, City Manager Edgar Cisneros as members of the Committee and two alternate members from the City Council, first alternate member Jhonny Pineda and the second alternate Marilyn Sanabria.

## **REGULAR AGENDA (Continued)**

### **HUMAN RESOURCES**

#### **7. Resolution Adopting the Memorandum of Understanding (MOU) with the Huntington Park Police Officers Association (POA)**

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

1. Approve the Memorandum of Understanding (MOU) for the period July 1, 2016 through June 30, 2019, with the Huntington Park Police Officers' Association (POA);
2. Adopt Resolution No. 2016-56 Approving and Adopting a Memorandum of Understanding (MOU) with the Huntington Park Police Officers' Association and Rescinding Resolution No. 2016-31; and
3. Approve additional budget appropriation of \$306,239 in order to offset the balance needed for Fiscal Year (FY) 2016-2017 payroll expenditures.

### **PUBLIC WORKS**

#### **8. Approve Award of Contract for the Pacific Boulevard Lighting and Beautification Project, Phase II**

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

1. Award contract to the lowest responsible, responsive bidder, Alfaro Communication Construction, Inc. which will accept this project and proceed with the work in accordance with the bid;
2. Authorize the City Manager or designee to execute the Contract;
3. Authorize the Finance Director to make the necessary appropriations and adjustments to the City Budget; and
4. Authorize Staff, under the currently approved Augmentation Contract, to proceed with necessary work (Project Management, Construction management, Inspection, Administration) in compliance with the terms and conditions of the contract and not to exceed 10% of the project budget.

## **REGULAR AGENDA (Continued)**

### **PUBLIC WORKS (Continued)**

**9. Resolution Authorizing City of Huntington Park's Participation in the Process of Appointment of Directors to the Central Basin Municipal Water District's Board of Directors**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Adopt Resolution No 2016-53, Authorizing the City of Huntington Park's Participation in the Process of Appointment of Directors to the Central Basin Municipal Water District's Board of Directors;
2. Authorize the City of Huntington Park's participation in the process of appointment of qualified individuals with technical expertise representing the water purveyors in the service area of the Central Basin Municipal Water District to its Board of Directors;
3. Authorize the City Manager or the City Manager's designee to vote in the Central Basin Municipal Water District Board elections for the appointed Directors' positions on behalf of the City; and
4. Authorize the City Manager or the City Manager's designee to nominate a qualified individual with at least 5 years experience (pursuant to Section 71267 of the Water Code) to run, and if elected, hold office for a Board position on behalf of the City District.

**10. Resolution Authorizing the Acceptance and the Execution of an Agreement with CalTrans for the Safe Routes to School (SR2S) Middleton Street Elementary School Project**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Adopt Resolution No. 2016-54, Authorizing the Acceptance of the Safe Routes to School (SR2S) Middleton Street Elementary School Project;
2. Authorize the City Manager to execute the agreement and to direct staff to proceed with the project's implementation; and
3. Authorize the Finance Director to facilitate the necessary actions and adjustments to the City Budget as required.



## **REGULAR AGENDA (Continued)**

### **PUBLIC WORKS (Continued)**

#### **11. Approve List of Vehicles as Surplus and Authorization to Sell Via Auction**

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

1. Approve the attached list of vehicles as surplus; and
2. Authorize Public Works Department to sell via auction.

### **END OF REGULAR AGENDA**

### **PUBLIC HEARING**

#### **COMMUNITY DEVELOPMENT**

#### **12. Issuance of Revenue Bonds by the California Municipal Finance Authority to Assist in the Refinancing of Casa Rita Apartments, Located at 6508 Rita Avenue**

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

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2016-55, Approving the Issuance of the Multifamily Revenue Bonds by the California Municipal Finance Authority for the Purpose of Financing the Acquisition and Rehabilitations of a Multifamily Rental Housing Facility known as Casa Rita Apartments, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500.

### **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, January 3, 2017, 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 16<sup>th</sup> of December 2016.

  
Donna G. Schwartz, CMC, City Clerk

## **MINUTES**

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, December 6, 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 6:05 p.m. on Tuesday, December 6, 2016, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Valentin Palos Amezcuita, Jhonny Pineda, Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. CITY OFFICIALS/STAFF: Edgar Cisneros City Manager; Noel Tapia, Assistant City Attorney; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director; Manuel Acosta, Economic Development Manager; Carlos Luis, Senior Planner; Martha Castillo, Human Resources Director; Sergio Infanzon, Community Development Director; Daniel Hernandez, Public Works Director and Donna Schwartz, City Clerk.

### **INVOCATION**

The invocation was led by Mayor Ortiz.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mia Calderon, Student Council President, Huntington Park Elementary School.

### **PRESENTATIONS AND ANNOUNCEMENTS**

Council presented a "Certificate of Appreciation" to Mia Calderon for leading the Pledge of Allegiance.

Joe Dieguez, representative of Kosmont Companies, provided a PowerPoint presentation on the Community Revitalization and Investment Authority (CRIA).

Hannah Mendez and Jocelyn Saucedo, students of Aspire Pacific Academy, presented information regarding homelessness and beautifying Huntington Park.

Michael Kandilian of United Pacific Waste, presented an update on bulky and illegally dumped items.

Chief of Police Cosme Lozano was presented "Certificates of Recognition" honoring Huntington Park Police Department Retirees: Carlos Parra, Edgardo Curbelo, Humberto Lozano and Deborah Perez.

Mayor Ortiz announced a poster contest for High School Students Attending School in or Residing in Huntington Park. Council Member Macias requested to extend the deadline.

### **PUBLIC COMMENT**

1. Robert Lauten, commented on a homicide by a Hispanic gang member.
2. George Franco, commented on the sound system in the chambers, remarked that the trash hauler and street sweeper are not coming when scheduled, and suggested code and parking enforcement patrol in the evening for parked cars.
3. Antonio Padilla, remarked on the previous Council and policies made regarding use of water and suggested watering after 6 p.m. late spring early fall and to water earlier during early spring and late fall and asked Council to consider changing times people are allowed to water.

4. Armando Contreras, commented on the presentation regarding beautifying Huntington Park, noted city has a lot of trash and wants to know what to do.
5. DeAnn D'Lean, commented on a border agent who was killed by "an illegal," noted a ceremony she attended, and changes to come from newly elected president.
6. Francisco Rivera, thanked those who are taking part on Pacific Boulevard, city needs revenue, admires those speakers who commented on beautifying the city, noted illegal dumping being a problem, doesn't agree with murals on walls and noted he and Council Members had picked up trash.
7. Chanell Temple, We the People Rising, paid tribute to those killed by "illegals," noted the number of homicides by "illegals," changes that will be made by newly elected president.
8. Rodolfo Cruz, commented on having the parade during the Pacific Boulevard project, noted a group of young residents picking up trash, upcoming elections, hiring process of the new community development director, street sweeping not picking up trash, the city being in debt, and police leaving the city.
9. Raul Rodriguez, spoke in opposition to Council, noted nothing being done about a forensic audit, noted a young woman killed by "an illegal," commented on illegal immigration and sanctuary cities losing funding.
10. Valentin Amezcuita, commented on marijuana and himself being against it, commented on the passing of Proposition 64, feels even though it's legal that the city shouldn't permit it, marijuana not being a positive message to the kids, with regards to the ordinance he suggested adding language to give city authority to revoke permits without cause and his suggestion regarding mixed use.
11. Mike McCoy, read an article regarding a homicide, commented on the newly elected president's administration and future projects.
12. Betty Retama, remarked sanctuary cities are illegal and it's illegal to accept federal monies, spoke in opposition to Council, noted there used to not be homeless, rents rising and people not being able to pay and being kicked out on the streets.
13. Robin Hvidston, The Remembrance Project, commented on prior comments regarding homicides, showed a picture of someone killed, a hearing she attended, looking forward to the newly elected president's laws.
14. Wes Parker, spoke in opposition to Council, commented on "illegals" and laws not being followed.
15. Janet West, commented on those who worked on Council Member Pineda's campaign, commented on a remark made by Council Member Amezcuita at the previous Council meeting regarding the Police Department, and recognized the victims of the Remembrance Project and asked that they be remembered in prayer.

#### **STAFF RESPONSE**

Mayor Ortiz asked City Manager Cisneros to respond to Mr. Cruz's comment regarding the City being in a deficit and asked to explain that the City has a surplus of \$1 million dollars. Mr. Cisneros confirmed what the Mayor stated and announced that the Finance Director was in attendance if there were any questions.

**Motion:** Mayor Ortiz motioned to move agenda item 6 to be heard before Closed Session, seconded by Council Member Macias. Motion passed 5-0 by the following vote:



**ROLL CALL:**

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

**REGULAR AGENDA**

**COMMUNITY DEVELOPMENT**

**6. Receive and File Report and Analysis from Community Development and Kosmont Companies Regarding a Community Revitalization and Investment Authority (CRIA), Discussion and/or Action on the Matter**

At 7:43 p.m. Vice Mayor Sanabria excused herself from the Council Chambers.

**Motion:** Mayor Ortiz motioned to receive and file report, direct staff to continue working on the CRIA effort and with the Ad Hoc Committee which includes Mayor Ortiz, Council Member Macias and the Planning Commission Chair, and have a time line of six months, and to continue evaluating the area of Slauson, Randolph and Alameda, seconded by Council Member Macias. Motion passed 4-0-1 by the following vote:

**ROLL CALL:**

AYES: Council Member(s): Amezcuita, Pineda, Macias, and Mayor Ortiz  
NOES: Council Member(s): None  
ABSTAINED: Council Member(s): Vice Mayor Sanabria (*was not in the chambers at time of voting*)

1. Discuss report and analysis regarding the feasibility of a CRIA within the City of Huntington Park;
2. File report and analysis regarding the feasibility of a CRIA within the City of Huntington Park; and
3. Provide direction to staff to continue to work on studying or implementation of a CRIA within the City of Huntington Park.

**CLOSED SESSION**

At 7:49 p.m. Vice Mayor Sanabria reentered the Chambers.

At 7:49 p.m. Assistant City Attorney Noel Tapia recessed to closed session.

1. CONFERENCE WITH LEGAL COUNCIL –EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
City of Huntington Park et al. v. Watanabe et al.  
Sacramento County Superior Court Case No. 34-2013-80001678.
2. CONFERENCE WITH LABOR NEGOTIATOR  
(Government Code Section 54957.6(a))  
Regarding Represented Employees City's Designated Representative(s) for  
Negotiations: Edgar Cisneros, City Manager  
Employee Organization: Police Officers Association (POA)

At 8:53 p.m. Mayor Ortiz reconvened to open session. All Council Members present.

**CLOSED SESSION ANNOUNCEMENT**

Assistant City Attorney Tapia announced Council discussed closed session item 1, direction was given to dismiss law suit, a unanimous decision by Council 5-0. Item 2 direction was given no action taken nothing to report.

## **CONSENT CALENDAR**

**Motion:** Council Member Macias motioned to approve consent items, seconded by Vice Mayor Sanabria. Motion passed by the following votes:

1. Passed 4-1.
2. Passed 5-0.
3. Passed 4-1.
4. Passed 5-0.
5. Passed 5-0.

See below each item for roll call votes.

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

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

1-1 Regular City Council Meeting held Tuesday, November 15, 2016.

#### **ROLL CALL:**

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

NOES: Council Member(s): Amezcuita

### **COMMUNITY DEVELOPMENT**

#### **2. Adopted Resolution No. 2016-52, approving a temporary reduction of the in-lieu parking fee for a period of three (3) years for restaurant uses within the Downtown Huntington Park Specific Plan Area (DTSP).**

#### **ROLL CALL:**

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

NOES: Council Member(s): None

### **FINANCE**

#### **3. Approved Accounts Payable and Payroll Warrants dated December 6, 2016.**

#### **ROLL CALL:**

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

NOES: Council Member(s): Amezcuita

#### **4. Adopted Ordinance No. 2016-951, Granting the Transfer of the ExxonMobil Oil Corporation Ordinance No. 353-NS to Torrance Pipeline Company LLC, for the Use and Maintenance of an Existing Underground Pipeline.**

#### **ROLL CALL:**

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

NOES: Council Member(s): None

### **PUBLIC WORKS**

#### **5. Adopted Ordinance No. 2016-953, Amending Ordinance No. 747-NS, Updating the City of Huntington Park Municipal Code, Title 7, Chapter 10, Entitled "Construction and Demolition Material Waste Management Plan."**

ROLL CALL:

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

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**COMMUNITY DEVELOPMENT**

6. **Heard before Closed Session - Receive and File Report and Analysis from Community Development and Kosmont Companies Regarding a Community Revitalization and Investment Authority (CRIA), Discussion and/or Action on the Matter.**
7. **Approve Ordinance and Urgency Ordinance Adopting by Reference the Los Angeles County Building, Residential, Electrical, Plumbing, Mechanical and Existing Building Codes with Certain Amendments**

City Manager Cisneros presented the item.

**Motion:** Mayor Ortiz motioned to waive further reading, and introduce Ordinance No. 2016-954, Adopting by reference and amend the 2017 Los Angeles County Building, Residential, Electrical, Mechanical, Plumbing Code and Existing Building Codes, a set a Public Hearing for consideration and adoption of said Ordinance for the December 20, 2016, City Council Meeting and waive further reading and adopt Urgency Ordinance No. 2016-955, Adopting by reference and amending the 2017 Los Angeles County Building, Residential, Electrical, Mechanical, Plumbing Code and Existing Building Codes, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

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

**COMMUNITY DEVELOPMENT**

8. **Ordinance Amending Title 4, Chapter 7, Article 19 Entitled "Medical Marijuana Delivery" and Title 3, Chapter 1, Article 24 Entitled "Medical Marijuana Businesses" of the City of Huntington Park Municipal Code**

City Manager Cisneros presented the item.

**Motion:** Mayor Ortiz motioned to waive further reading, introduce Ordinance No. 2016-952, Amending Title 4, Chapter 7, Article 19 of the Huntington Park Municipal Code, Relating to Medical Marijuana Deliveries, and Title 3, Chapter 1, Article 24 relating to Medical Marijuana Business Permits of the Huntington Park Municipal Code approve proposed amendment, and schedule the second reading and adoption of said Ordinance for the December 20, 2016, City Council meeting, seconded by Council Member Macias. Motion passed 4-1 by the following vote:

ROLL CALL:

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

**END OF REGULAR AGENDA**

## PUBLIC HEARING

### **COMMUNITY DEVELOPMENT**

**9. Approve Amendment Number Two (Substantial) to the Fiscal Year (FY) 2016-2017 Annual Action Plan (AAP) for Community Development Block Grant (CDBG) Federal Funds**

City Manager Cisneros presented the item and introduced Manny Acosta, Economic Development Manager who provided more information.

Mayor Ortiz opened the item up for public comment.

#### Public Comment

1. Robin Hvidston, feels the Annual Action Plan is not in compliance due to not engaging adequate citizen participation and commented on the two commission appointments.
2. Raul Rodriguez, agrees with Ms. Hvidston and need to comply with rules and the law.
3. DeAnn D'Lean, commented on monies given to sanctuary cities and can be taken away, people need correct audit report, and commented on Federal laws regarding marijuana dispensaries.
4. Janet West, pointed out language in the Annual Action Plan regarding citizen participation and the guidelines of not complying, and commented on the newly elected president's administration.
5. Wes Parker, reiterated compliance, commented on the two appointments, and Federal law.

Mayor Ortiz closed public comment.

Comment regarding sanctuary cities ensued by Council Member Amezcuita.

Assistant City Attorney Tapia advised Council that this item is not on the agenda for discussion.

This subject/item not being on the agenda Vice Mayor Sanabria called for the question in order to end any discussion, seconded by Council Member Pineda. Motion passed 4-1 by the following vote:

#### ROLL CALL:

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

NOES: Council Member(s): Amezcuita,

**Motion:** Vice Mayor Sanabria motioned to approve the Substantial Amendment Number Two to the Annual Action Plan for FY 2016-2017, inclusive of any comments received by the City Clerk during the 30-day public comment period preceding today's date and during this evening's public hearing and authorize City staff to electronically transmit the amended components of the FY 2016/17 Annual Action Plan to the U.S. Department of Housing and Urban Development Department (HUD) via the eCon Planning Suite in the Integrated Disbursement and Information System (IDIS), seconded by Council Member Pineda. Motion passed 4-1 by the following vote:

#### ROLL CALL:

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

NOES: Council Member(s): Amezcuita,



**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS** - None

**COUNCIL COMMUNICATIONS**

Council Member Valentin Palos Amezcuita, commented on the motion of the "call for the question" noting he is confused and would have voted yes on item 9, announced the city's parade on Saturday, December 10th and invited the public to attend, thanked everyone and wished a good evening to all.

Council Member Karina Macias, thanked staff for all their support, thanked Chief Lozano for a wonderful ceremony, invited the public to the tree lighting event the next evening and to the parade on Saturday, and asked that the tivol lights be used on Pacific Boulevard.

Council Member Jhonny Pineda, thanked everyone for attending, and thanked staff for all their support.

Vice Mayor Marilyn Sanabria, announced the tree lighting event the next evening, parade on Saturday and wished everyone happy holidays.

Mayor Graciela Ortiz, announced the Mayor's Holiday Award contest and encouraged the public to nominate as well as participate.

**ADJOURNMENT**

At 9:28 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, December 20, 2016, at 6:00 P.M.

Respectfully submitted,

\_\_\_\_\_  
Donna G. Schwartz, CMC, City Clerk

ORDINANCE NO. 2016-952

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK AMENDING ARTICLE 19 OF  
CHAPTER 7, OF TITLE 4 OF THE HUNTINGTON PARK  
MUNICIPAL CODE, RELATING TO MEDICAL MARIJUANA  
DELIVERIES, AND AMENDING CHAPTER 1 OF TITLE 3  
OF THE HUNTINGTON PARK MUNICIPAL CODE BY  
ADDING ARTICLE 24 RELATING TO MEDICAL  
MARIJUANA DISPENSARY AND CULTIVATION PERMITS

**WHEREAS**, California Constitution Article 11, Section 7 authorizes the City of Huntington Park ("City") to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws;

**WHEREAS**, in 1996, with the adoption of Proposition 215, the California voters approved the Compassionate Use Act (Health and Safety Code § 11362.5) to grant seriously ill Californians the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, without fear of criminal prosecution under limited, specified circumstances;

**WHEREAS**, subsequent State legislation sought to clarify the scope of the Compassionate Use Act and provide additional statutory guidance regarding medical marijuana use, these statutes are codified at Health and Safety Code § 11362.7 et seq. and allow cities and counties to adopt supplemental rules and regulations;

**WHEREAS**, In 2011, Assembly Bill 1300 was adopted and codified as Health & Safety Code Section 11362.83 to clarify that cities are free to adopt and enforce local ordinances that regulate the location, operation, or establishment of medical marijuana cooperatives or collectives;

**WHEREAS**, in City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4<sup>th</sup> 729, the California Supreme Court held that "[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. . . ." Additionally, in Maral v. City of Live Oak (2013) 221 Cal.App.4<sup>th</sup> 975, the Court of Appeal held that "there is no right – and certainly no constitutional right – to cultivate medical marijuana. . . ." The Court in Maral affirmed the ability of a local governmental entity to regulate the cultivation of marijuana under its land use authority;

**WHEREAS**, on October 9, 2015 Governor Brown signed 3 bills into law (AB 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (hereafter "MMRSA"). The MMRSA set up a State licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA allows the City to regulate commercial medical marijuana activities and marijuana cultivation;

1       **WHEREAS**, the City Zoning Code currently allows medical marijuana  
2 businesses within the City;

3       **WHEREAS**, it is the desire of the City Council that City residents suffering from  
4 life threatening or serious illnesses have access to a safe and affordable supply of  
5 medical marijuana;

6       **WHEREAS**, the unregulated presence of marijuana cultivation operations and  
7 medical marijuana dispensaries have the potential to lead to: (1) an increase in  
8 break-ins and thefts due to the high monetary value of marijuana plants; (2)  
9 dangerous alterations to the electrical wiring of buildings; (3) an increase in the  
10 amount of mold spores present in buildings; (4) the potential for exposure to or  
11 increased usage by school aged children; and (5) the emittance of strong or noxious  
12 odors from the marijuana plants;

13       **WHEREAS**, the City has a compelling interest in protecting the public health,  
14 welfare and safety of its residents, as well as preserving the peace and quiet of the  
15 neighborhoods in the City;

16       **WHEREAS**, it is the desire of the City Council to permit and regulate medical  
17 marijuana cultivation, medical marijuana dispensaries, and medical marijuana  
18 delivery within the City and has established a permitting process in order to impose  
19 regulations that will allow for limited medical marijuana deliveries within the City and  
20 a limited number of regulated medical marijuana dispensaries and medical marijuana  
21 cultivation facilities to operate within the City while protecting the peace, health,  
22 safety and welfare of patients, and the community as a whole;

23       **WHEREAS**, in recent years a number of California cities have adopted  
24 ordinances permitting and regulating medical marijuana dispensaries and/or medical  
25 marijuana cultivation;

26       **WHEREAS**, an initiative that would permit the use of recreational marijuana  
27 within the State was approved by voters on November 8, 2016;

28       **WHEREAS**, marijuana will become recreationally legal within the State the  
State of California and will further regulate the use of marijuana;

**WHEREAS**, the City desires to adopt an amendment to the marijuana business  
regulatory scheme within the City in order to ensure that the community is  
safeguarded from negative impacts associated with medical marijuana deliveries;

**WHEREAS**, it is the City Council's intention that nothing in this ordinance shall  
be construed to allow persons to engage in conduct that endangers others or causes  
a public nuisance, to allow the use of marijuana for non-medical purposes, or to allow  
any activity relating to marijuana that is otherwise illegal and not permitted by state  
law.

1  
2 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE**  
3 **CITY OF HUNTINGTON PARK AS FOLLOWS:**

4 **SECTION 1.** Findings and Purpose. The City Council finds and declares that  
5 the above recitals are true and correct and hereby incorporate them herein by this  
6 reference.

7 **SECTION 2.** Authority. This ordinance is adopted pursuant to the authority  
8 granted by the California Constitution and State law, including but not limited to  
9 Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the  
10 Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act.

11 **SECTION 3.** Article 19 of Title 4, Chapter 7, of the Huntington Park Municipal  
12 Code, entitled "Mobile Marijuana Dispensaries," is hereby amended in its entirety to  
13 read as follows:

14 **Article 19 – Medical Marijuana Delivery**

15 **Sections:**

16 **4-7.1901 Purpose and Intent.**

17 **4-7.1902 Definitions.**

18 **4-7.1903 Medical Marijuana Delivery.**

19 **4-7.1904 Liability and Indemnification.**

20 **4-7.1905 Violations and Enforcement.**

21 **4-7.1901 Purpose and Intent.**

22 The City Council of the City of Huntington Park hereby finds and determines  
23 that it is the purpose and intent of this article to regulate medical marijuana delivery  
24 services in order to promote the health, safety, morals and general welfare of the  
25 residents and businesses within the City.

26 **4-7.1902 Definitions.**

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

A. "Applicant" shall mean a person who is required to file an application for  
a Medical Marijuana Business Permit under this Title 3, Chapter 1,  
Article 24 of the Code, including an individual owner, managing partner,  
officer of a corporation, or any other operator, manager, employee, or  
agent of a medical marijuana dispensary.

B. "Business" means and includes all kinds of vocations, occupations,  
professions, trades, exhibitions, shows, enterprises, and establishments  
and all other kinds of activities and means of livelihood, whether or not  
carried on for profit or gain.



- 1
- 2 C. "Delivery" shall mean the transfer of Medical Cannabis or Medical Cannabis Products.
- 3
- 4 D. "Distribution" means the procurement, sale, and delivery of Medical Cannabis and medical Cannabis Products to Primary Caregivers and Qualified Patents and between entities licensed pursuant to the MCRSA and Applicable Laws.
- 5
- 6 E. "Marijuana" shall have the same meaning as Health and Safety Code § 11018, as amended from time to time. Marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.
- 7
- 8
- 9 F. "Medical marijuana" means marijuana authorized in strict compliance with Health & Safety Code §§ 11362.5, 11362.7 et seq., as such sections may be amended from time to time. Medical marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.
- 10
- 11
- 12 G. "Medical Marijuana Business Permit" shall mean the permit required to operate a medical marijuana dispensary, nursery, delivery, distribution, cultivation and manufacturing facility, or joint medical marijuana dispensary, nursery and cultivation and manufacturing facility within the City of Huntington Park pursuant to Title 3, Chapter 1, Article 24, of this Code.
- 13
- 14
- 15
- 16
- 17 H. "Medical marijuana dispensary," or "dispensary" shall mean any association, cooperative, affiliation, or collective of persons that offers medical marijuana or medical marijuana products, either individually or in any combination, for retail sale. A dispensary shall not include dispensing by primary caregivers to qualified patients in the following locations, so long as the location of the clinic, health care facility, hospice, or residential care facility is otherwise permitted by the Municipal Code or by applicable state laws
- 18
- 19
- 20
- 21
- 22 1. A clinic licensed pursuant to Chapter 1 of Division 2 of the state Health and Safety Code;
- 23 2. A health care facility licensed pursuant to Chapter Two of Division 2 of the state Health and Safety Code;
- 24 3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the state Health and Safety Code;
- 25 4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the state Health and Safety Code;
- 26 5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the state Health and Safety Code;
- 27
- 28

1 provided that any such clinic, health care facility, hospice or residential care  
2 facility complies with applicable laws, including, but not limited to, Health and  
3 Safety Code § 11362.5.

4 I. "Permittee" shall mean a business that has obtained a Permit under this  
5 Article.

6 J. "Person" shall mean an individual, partnership, co-partnership, firm,  
7 association, joint stock company, corporation, limited liability company,  
8 or combination of the above in whatever form or character.

9 K. "Primary Caregiver" shall have the same definition as California Health  
10 and Safety Code Section 11362.7, and as may be amended, and which  
11 defines "Primary Caregiver" as an individual designated by a qualified  
12 patient or by a person with an identification card who has consistently  
13 assumed responsibility for the housing, health, or safety of that patient  
14 or person, and may include any of the following:

15 1. In any case in which a qualified patient or person with an identification  
16 card receives medical care or supportive services, or both, from a clinic  
17 licensed pursuant to Chapter 1 (commencing with Section 1200) of  
18 Division 2 of the California Health and Safety Code; a health care facility  
19 licensed pursuant to Chapter 2 (commencing with Section 1250) of  
20 Division 2 of the California Health and Safety Code; a residential care  
21 facility for persons with chronic life-threatening illness licensed pursuant  
22 to Chapter 3.01 (commencing with Section 1568.01) of Division 2 of the  
23 California Health and Safety Code; a residential care facility for the  
24 elderly licensed pursuant to Chapter 3.2 (commencing with Section  
25 1569) of Division 2 of the California Health and Safety Code; a hospice,  
26 or a home health agency licensed pursuant to Chapter 8 (commencing  
27 with Section 1725) of Division 2 of the California Health and Safety  
28 Code; the owner or operator, or no more than three employees who are  
designated by the owner or operator, of the clinic, facility, hospice, or  
home health agency, if designated as a primary caregiver by that  
qualified patient or person with an identification card.

2. An individual who has been designated as a primary caregiver by more  
than one qualified patient or person with an identification card, if every  
qualified patient or person with an identification card who has  
designated that individual as a primary caregiver resides in the same city  
or county as the primary caregiver.

3. An individual who has been designated as a primary caregiver by a  
qualified patient or person with an identification card who resides in a  
city or county other than that of the primary caregiver, if the individual  
has not been designated as a primary caregiver by any other qualified  
patient or person with an identification card.

L. "Qualified patient" shall have the same definition as California Health  
and Safety Code Section 11362.7 et seq., and as may be amended, and  
which means a person who is entitled to the protections of California

1 Health & Safety Code Section 11362.5. For purposes of this ordinance,  
2 qualified patient shall include a person with an identification card, as that  
3 term is defined by California Health and Safety Code Section 11362.7 et  
4 seq.

4 **4-7.1903 Medical Marijuana Delivery.**

- 5 A. Medical marijuana dispensaries, exclusively located within the City, are  
6 permitted to deliver medical marijuana and/or medical marijuana-infused  
7 products within the City of Huntington Park, only if such medical  
8 marijuana dispensaries are granted a Medical Marijuana Business  
9 Permit pursuant to Title 3, Chapter 1, Article 24, as prescribed by this  
10 Article.
- 11 B. All medical marijuana deliveries not expressly permitted by this Article  
12 are hereby prohibited.

11 **4-7.1904 Liability and Indemnification.**

- 12 A. To the fullest extent permitted by law, any actions taken by a public  
13 officer or employee under the provisions of this Article shall not become  
14 a personal liability of any public officer or employee of the City.
- 15 B. The permittees under this Article hereby agree to save, defend,  
16 indemnify and keep harmless the City and its officials, officers,  
17 employees, representatives, agents and volunteers from all actions,  
18 claims, demands, litigation, or proceedings, including those for  
19 attorneys' fees, against the City in consequence of the granting of this  
20 permit, and will in all things strictly comply with the conditions under  
21 which this permit is granted, if any.

19 **4-7.1905 Violations and Enforcement.**

- 20 A. Cure period. In the event the permittee has violated any provisions, rules  
21 or regulations of this Article or has violated or permitted the infraction of  
22 any law of the State or the City, the permittee shall be provided notice  
23 and given twenty (20) days to cure the violation before any penalties  
24 begin to accrue. The 20 day cure period shall not apply to any business  
25 that is required to have a Permit under this Article that is delivering  
26 medical marijuana and/or medical marijuana-infused products within the  
27 City of Huntington Park without a valid Permit and penalties shall begin  
28 to accrue immediately.
- 26 B. Violations. After the cure period, each and every violation of this Article  
27 shall constitute a separate violation and shall be subject to all remedies  
28 and enforcement measures authorized by this Code and the State of  
California.

1 C. Penalties. Any person guilty of a misdemeanor pursuant to the  
2 provisions of this Article shall be punishable as set forth in Chapter 2 of  
3 Title 1 of this Code.

4 D. Public nuisances. In addition to the penalties provided for violations, any  
5 condition caused or permitted to exist in violation of any of the provisions  
6 of this Article after the cure period shall be deemed a public nuisance  
7 and may be summarily abated as such by the City, and each day such  
8 violation continues shall be regarded as a new and separate offense.

9 **SECTION 4.** Chapter 1 of Title 3 of the Huntington Park Municipal Code is  
10 hereby amended by adding a new article, Article 24 entitled "Medical Marijuana  
11 Business Permits," which reads as follows:

12 **Sections:**

13 **3-1.2401 Purpose and Intent.**

14 **3-1.2402 Definitions.**

15 **3-1.2403 Medical Marijuana Business Permit Required.**

16 **3-1.2404 Permit Application.**

17 **3-1.2405 Investigation.**

18 **3-1.2406 Review and Issuance of Permit.**

19 **3-1.2407 Permit Expiration and Renewal.**

20 **3-1.2408 Permit Suspension and Revocation.**

21 **3-1.2409 Permit Assignability.**

22 **3-1.2410 Regulatory Fee and Seller's Permit.**

23 **3-1.2411 Use of Revenue.**

24 **3-1.2412 Operating Requirements and Standards.**

25 **3-1.2413 Examination of Books, Records, Witnesses.**

26 **3-1.2414 Liability and Indemnification.**

27 **3-1.2415 Prohibited Operations.**

28 **3-1.2416 Violations and Enforcement.**

**3-1.2401 Purpose and Intent.**

The purpose and intent of this Article is to regulate the locations and operations of medical marijuana businesses in the City of Huntington Park in order to promote the health, safety, and general welfare of residents and businesses within the City. Medical marijuana businesses shall be limited to medical marijuana dispensaries, nurseries, transpiration, distribution, cultivation and manufacturing facilities, and joint dispensary, nursery and cultivation and manufacturing facilities. It is neither the intent nor the effect of this Article to condone or legitimize the use or possession of marijuana except as allowed by California law.

**3-1.2402 Definitions.**

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



- 1
- 2 A. "Applicant" shall mean a person who is required to file an application for
- 3 a permit under this Article, including an individual owner, managing
- 4 partner, officer of a corporation, or any other operator, manager,
- 5 employee, or agent of a medical marijuana business.
- 6
- 7 B. "Collective" means any association, affiliation, or establishment jointly
- 8 owned and operated by its members that facilitates the collaborative
- 9 efforts of qualified patients and primary caregivers.
- 10
- 11 C. "Cultivation Area" shall mean the actual area in use for the entire
- 12 cultivation process of marijuana plants (including seedling production,
- 13 vegetation, and maturation), as well as reasonable walking space, such
- 14 that, for example, two trays used for maturation, each measuring ten
- 15 square feet and stacked vertically on top of each other shall be counted
- 16 as 20 square feet of cultivation area. Cultivation Area shall not include a
- 17 greenhouse used by a Permittee.
- 18
- 19 D. "Delivery" shall mean the transfer of Medical Cannabis or Medical
- 20 Cannabis Products.
- 21
- 22 E. "Distribution" shall the procurement, sale, and delivery of Medical
- 23 Cannabis and Medical Cannabis Products to Primary Caregivers and
- 24 Qualified Patients and between entities licensed pursuant to the MCRSA
- 25 and Applicable Laws.
- 26
- 27 F. "Industrial Marijuana Cultivation, Processing, Manufacturing Facility"
- 28 hereinafter "cultivation and manufacturing facility" shall mean any facility
- used for cultivating, warehousing, storing, processing and/or
- manufacturing more than 48 ounces of dried marijuana, and/or
- cultivating or storing medical marijuana in an area greater than 50
- square feet of total area within one parcel of land. Any establishment
- engaged in, permitted to be engaged in or carrying on any medical
- marijuana cultivation, processing, or manufacturing or other activity
- mentioned in this Article shall be deemed a cultivation and
- manufacturing facility.
- G. "Marijuana" shall have the same meaning as Health and Safety Code §
- 11018, as amended from time to time. Marijuana shall also include any
- marijuana-infused product and any product manufactured from
- marijuana.
- H. "Marijuana cultivation" means any activity involving the planting, growing,
- harvesting, drying, curing, grading, or trimming of marijuana.
- I. "Medical marijuana" means marijuana authorized in strict compliance
- with Health & Safety Code §§ 11362.5, 11362.7 et seq., as such
- sections may be amended from time to time. Medical marijuana shall

also include any marijuana-infused product and any product manufactured from marijuana.

J. "Medical marijuana business" shall mean a medical marijuana dispensary, nursery, delivery, distribution, cultivation and manufacturing facility, or joint dispensary, nursery and cultivation and manufacturing facility.

K. "Medical Marijuana Business Permit," hereinafter "Permit," shall mean the permit required to operate a medical marijuana dispensary, nursery, delivery, distribution, cultivation and manufacturing facility, or joint medical marijuana dispensary, nursery and cultivation and manufacturing facility within the City of Huntington Park.

L. "Medical marijuana dispensary," or "dispensary" shall mean any association, cooperative, affiliation, or collective of persons that offers medical marijuana or medical marijuana products, either individually or in any combination, for retail sale. A dispensary shall not include dispensing by primary caregivers to qualified patients in the following locations, so long as the location of the clinic, health care facility, hospice, or residential care facility is otherwise permitted by the Municipal Code or by applicable state laws

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the state Health and Safety Code;
2. A health care facility licensed pursuant to Chapter Two of Division 2 of the state Health and Safety Code;
3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the state Health and Safety Code;
4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the state Health and Safety Code;
5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the state Health and Safety Code;

provided that any such clinic, health care facility, hospice or residential care facility complies with applicable laws, including, but not limited to, Health and Safety Code § 11362.5.

M. "One Parcel of Land" shall mean any single piece of real property as identified by the County Assessor's parcel number (APN) that is used to identify real property, its boundaries, and all the rights contained therein.

N. "Permittees" shall mean medical marijuana businesses that have obtained a Permit under this Article.

O. "Person" shall mean an individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company, or combination of the above in whatever form or character.

1  
2 P. "Primary Caregiver" shall have the same definition as California Health  
3 and Safety Code Section 11362.7, and as may be amended, and which  
4 defines "Primary Caregiver" as an individual designated by a qualified  
5 patient or by a person with an identification card who has consistently  
6 assumed responsibility for the housing, health, or safety of that patient  
7 or person, and may include any of the following:

- 8 1. In any case in which a qualified patient or person with an identification  
9 card receives medical care or supportive services, or both, from a clinic  
10 licensed pursuant to Chapter 1 (commencing with Section 1200) of  
11 Division 2 of the California Health and Safety Code; a health care facility  
12 licensed pursuant to Chapter 2 (commencing with Section 1250) of  
13 Division 2 of the California Health and Safety Code; a residential care  
14 facility for persons with chronic life-threatening illness licensed pursuant  
15 to Chapter 3.01 (commencing with Section 1568.01) of Division 2 of the  
16 California Health and Safety Code; a residential care facility for the  
17 elderly licensed pursuant to Chapter 3.2 (commencing with Section  
18 1569) of Division 2 of the California Health and Safety Code; a hospice,  
19 or a home health agency licensed pursuant to Chapter 8 (commencing  
20 with Section 1725) of Division 2 of the California Health and Safety  
21 Code; the owner or operator, or no more than three employees who are  
22 designated by the owner or operator, of the clinic, facility, hospice, or  
23 home health agency, if designated as a primary caregiver by that  
24 qualified patient or person with an identification card.
- 25 2. An individual who has been designated as a primary caregiver by more  
26 than one qualified patient or person with an identification card, if every  
27 qualified patient or person with an identification card who has  
28 designated that individual as a primary caregiver resides in the same city  
or county as the primary caregiver.
3. An individual who has been designated as a primary caregiver by a  
qualified patient or person with an identification card who resides in a  
city or county other than that of the primary caregiver, if the individual  
has not been designated as a primary caregiver by any other qualified  
patient or person with an identification card.

22 Q. "Qualified patient" shall have the same definition as California Health  
23 and Safety Code Section 11362.7 et seq., and as may be amended, and  
24 which means a person who is entitled to the protections of California  
25 Health & Safety Code Section 11362.5. For purposes of this ordinance,  
26 qualified patient shall include a person with an identification card, as that  
27 term is defined by California Health and Safety Code Section 11362.7 et  
28 seq.

R. "Serious medical condition" shall have the same definition as California  
Health and Safety Code Section 11362.7 et seq., and as may be  
amended, and which means all of the following medical conditions:

1. Acquired immune deficiency syndrome (AIDS);

2. Anorexia;
3. Arthritis;
4. Cachexia;
5. Cancer;
6. Chronic pain;
7. Glaucoma;
8. Migraine;
9. Persistent muscle spasms, including, but not limited to, spasms associated with multiple sclerosis;
10. Seizures, including, but not limited to, seizures associated with epilepsy;
11. Severe nausea;
12. Any other chronic or persistent medical symptom that either:
  - a. Substantially limits the ability of the person to conduct one or more major life activities as defined in the Americans with Disabilities Act of 1990.
  - b. If not alleviated, may cause serious harm to the patient's safety or physical or mental health.

### **3-1.2403 Medical Marijuana Business Permit Required.**

- A. Except for hospitals and research facilities that obtain written permission for marijuana cultivation under federal law, it is unlawful for any person to own, conduct, operate or maintain, or to participate therein, or to cause or to permit to be conducted, operated, or maintained, any medical marijuana business in the City unless there exists a valid Permit therefore, granted and existing in compliance with the provisions of this Article 24. It is unlawful to establish any outdoor cultivation and manufacturing facility within the City. It is unlawful for any entity organized on a for-profit basis, except for hospitals and research facilities, to engage in any medical marijuana business whatsoever.
- B. Any use or activity that involves possessing, cultivating, processing and/or manufacturing and/or more than 50 square feet of cultivation area in the City shall constitute industrial cultivation of medical marijuana and shall only be allowed upon the granting of a Permit as prescribed in this Article.
- C. Possession of other types of State or City permits or licenses does not exempt an applicant from the requirement of obtaining a Permit under this Article.
- D. An operator of a medical marijuana business shall be required to apply for and obtain a City business license as a prerequisite to obtaining a Permit pursuant to the terms of this Article. Medical marijuana business sales shall be subject to sales tax in a manner required by State law.
- E. The proposed location of a medical marijuana business shall only be in Industrial/Manufacturing Planned Development ("MPD") Zones of the

City of Huntington Park; provided, however, that no vested or other right shall inure to the benefit of any permittee.

### **3-1.2404 Permit Application.**

- A. On April 14, 2016, the City shall make available Permit application forms and a related administrative policy. Each medical marijuana business interested in operating pursuant to this Article may submit an application together with a nonrefundable processing fee in an amount established by the City Council within twenty (20) days after April 14, 2016. The City shall not accept applications or process applications after this time. Thereafter, whenever a medical marijuana business permit becomes available staff shall notify City Council, and after receiving direction from City Council, staff shall notify the public and open the application process for twenty (20) days from the public notice. The City shall not accept applications or process applications after this time.
- B. Applicants are prohibited from lobbying members of the City Council regarding the approval of a Permit. Applicants are prohibited from contacting any City Council member regarding a medical marijuana business or a Permit between the date that the applications become available and the date that the City Council acts on an application. Any attempt to contact a City Council member during this period shall disqualify the applicant from consideration for a Permit.
- C. Applications for Permits shall be in writing on forms prepared and provided by the City and shall be filed with the City. Applicants are not required to have secured a final location for the medical marijuana business at the time of applying. However, final approval of a Permit is subject to having a location selected and approved by the City. Such applications shall be under oath, in duplicate, and shall contain the following information:
1. A complete identification of the applicant.
  2. The name and residence and business address of the owner, manager, or person to be in charge.
  3. Whether or not the applicant has had a permit for the same or any similar business suspended or revoked anywhere and, if so, the circumstances of such suspension or revocation.
  4. Whether or not the applicant or any member has ever been convicted in any court for any crime.
  5. A description of the type, nature and extent of the enterprise to be conducted.
  6. A detailed operating plan describing how the medical marijuana business is envisioned to operate consistent with the intent of State law and the provisions of this Article, including but not limited to:
    - a. Site Plan. A site plan showing the applicants plans for the medical

1 marijuana business. If a final location has not been selected the site plan  
2 should demonstrate the applicants vision for the medical marijuana business.

3 b. Floor Plan. If the Permit is for a dispensary or a joint dispensary and  
4 cultivation and manufacturing facility, the dispensary shall have a lobby  
5 waiting area at the entrance to the dispensary to receive clients, and a  
6 separate and secure designated area for dispensing medical marijuana  
7 to qualified patients or designated caregivers. The primary entrance  
8 shall be located and maintained clear of barriers, landscaping and  
9 similar obstructions so that it is clearly visible from public streets,  
10 sidewalks or site driveways.

11 c. Storage. A medical marijuana business shall have suitable locked  
12 storage on premises, identified and approved as a part of the security  
13 plan, for after-hours storage of medical marijuana.

14 d. Security Plans. A medical marijuana business shall provide adequate  
15 security on the premises, in accordance with a security plan approved  
16 by the Chief of Police and as reviewed by the City Council, including  
17 provisions for adequate lighting and alarms, in order to ensure the safety  
18 of persons and to protect the premises from theft. The medical  
19 marijuana business shall have twenty-four hour armed security.

20 e. Security Cameras. Security surveillance cameras shall operate twenty-  
21 four hours per day and be installed to monitor the main entrance and  
22 exterior of the premises to discourage and to report loitering, crime,  
23 illegal or nuisance activities. Security video shall be maintained for a  
24 period of not less than 30 days.

25 f. Alarm System. Professionally monitored robbery alarm and burglary  
26 alarm systems shall be installed and maintained in good working  
27 condition within the medical marijuana business at all times.

28 g. Emergency Contact. A medical marijuana business shall provide an  
emergency contact with the name, cell phone number, and facsimile  
number of an on-site community relations staff person to whom the City  
may provide notice of any operating problems associated with the  
dispensary.

h. Controls to verify membership to ensure medical marijuana will be  
dispensed only to qualified patients and primary caregivers, and

i. Controls to acquire, possess, and distribute marijuana to and from  
members, and plans to ensure marijuana is acquired as part of a closed-  
circuit of marijuana cultivation and consumption.

7. A criminal background check.

8. Such other information deemed necessary to conduct any investigation  
or background check of the applicant, and for the City to determine  
compliance with this Article, the City's Municipal Code and Zoning Code.

D. All applicants shall demonstrate compliance with State law, during the  
course of the permit application procedure described under this Section,  
prior to issuing a Permit, and upon the issuance of a Permit, thereafter.

E. Any applicant hereunder is seeking the granting of a privilege.  
Therefore, the burden of proving qualifications to receive such a Permit  
is at all times on the applicant. By making an application for such a

1 Permit applicant accepts all risks of adverse public notice, publicity,  
2 embarrassment, criticism, financial loss, or all other actions and  
3 consequences which may result from activities with respect to reviewing,  
4 processing, approving or disapproving any application. An applicant is  
5 expressly permitting the city to make such investigation and inquiry that  
6 the city determines appropriate and is further expressly authorizing the  
7 city to conduct such verification of criminal history and financial condition  
8 as the city elects to pursue. An application shall include an express  
written waiver of any claims for damages against the city or its agent  
resulting therefrom and waiving any claims for damages against the city  
for denying an application, such waivers expressly constitutes a material  
consideration for the city agreeing to consider and process such  
application.

9 **3-1.2405 Investigation.**

- 10 A. The City Council shall cause investigations to be made to ascertain what  
11 effect, if any, the issuance of the Permit will have on the public peace,  
12 health, safety, and general welfare of the City and its inhabitants.
- 13 B. The Police Chief shall ascertain whether or not the applicant or other  
14 persons interested in the Permit have been convicted of a felony or any  
15 crime involving theft, embezzlement, or moral turpitude or have had a  
license or permit for a similar business suspended, canceled, or  
revoked.
- 16 C. Duty of Building Official and Fire Chief. The Fire Chief and the Building  
17 Official, within the jurisdiction and duties of their particular departments,  
18 shall ascertain whether or not the premises to be used are suitable,  
proper, adequate, and comply with applicable laws for the issuance of  
the Permit.
- 19 D. Reports. The Police Chief shall make a report to the City Council of his  
20 or her findings, together with his or her recommendations, if any. The  
21 Fire Chief and Building Official shall each investigate and report to the  
22 City Council as to compliance with building and fire regulations, and floor  
23 area regulations. Such investigating officers shall include in their  
24 respective reports any information they may have regarding the  
25 character and reputation of the applicant, manager, other person to be  
26 in charge of the premises, and/or the person owning the business.
- 27 E. If any of the investigating officers shall find, after the investigation as  
28 provided in this section, that the premises do not comply with applicable  
laws or such use of the premises would result in a violation of any law,  
he or she shall recommend that the application be denied.

**3-1.2406 Review and Issuance of Permit.**



- 1 A. The City Council shall review all applications and shall consider the  
2 issuance of Permits at the first City Council meeting after close of the  
3 application submittal period. The issuance of a Permit by the City  
4 Council shall be discretionary based on the following review criteria:
- 5 1. That the proposed medical marijuana business is consistent with the  
6 intent of State law, the provisions of this Article and the Municipal Code,  
7 including the application submittal and operating requirements herein.
  - 8 2. That the proposed medical marijuana business will not result in  
9 significant crime issues.
  - 10 3. That all required application materials have been provided.
  - 11 4. That the requested Permit would not exceed limitations on number of  
12 licenses allowed by this Article.
  - 13 5. That issuance of a Permit for the size requested is justified to meet the  
14 needs of residents.
  - 15 6. That issuance of the Permit would serve the needs of residents.
  - 16 7. That the location is not prohibited by the provisions of this Article or any  
17 local or State law, statute, rule or regulation and no significant nuisance  
18 issues or problems are anticipated or resulted.
  - 19 8. That the site plan, floor plan, and security plan have incorporated  
20 features necessary to assist in reducing potential crime-related problems  
21 and as specified in the operating requirements of this Article.
  - 22 9. That no medical marijuana owner, licensee, agent, or employee  
23 affiliated with the applicant has violated any provision of this Article.
  - 24 10. That all reasonable measures have been incorporated into the plan and  
25 consistently taken to successfully control the medical marijuana  
26 businesses' patrons' conduct resulting in disturbances, vandalism,  
27 uncontrolled crowds, traffic control problems, ingesting medical  
28 marijuana in public, or creation of a public or private nuisance, or  
interference of the operation of another business.
  11. That the medical marijuana business would not adversely affect the  
health, peace or safety of persons living or working in the surrounding  
area, overly burden a specific neighborhood with special needs or high  
impact uses, or contribute to a public nuisance.
  12. That the applicant has not violated any local or state law, statute, rule or  
regulation respecting the distribution, possession, or consumption of  
medical marijuana.
  13. That the applicant has not knowingly made a false statement of material  
fact or has knowingly omitted to state a material fact in the application  
for a Permit.
  14. That the applicant, his or her agent or employees, or any person who is  
exercising managerial authority on behalf of the applicant has not been  
convicted of a felony, or of a misdemeanor involving moral turpitude, or  
has engaged in misconduct related to the qualifications, functions or  
duties of a permittee. A conviction within the meaning of this section  
means a plea or verdict of guilty or a conviction following a plea of nolo  
contendere.
  15. That the applicant has not engaged in unlawful, fraudulent, unfair, or  
deceptive business acts or practices.

1 16. The capacity, capitalization, and complaint history of the proposed  
2 medical marijuana business.

3 B. The City Council shall grant, conditionally grant, or deny the application.

4 C. The City Council shall issue no more than three (3) Permits for the  
5 operation of medical marijuana businesses in the City. If legalization of  
6 recreational marijuana passes at the state level, the number of Permits  
7 shall still be limited to the three (3) Permits referred to and stated in this  
8 subsection. A permittee may choose to open and operate a dispensary,  
9 a cultivation and manufacturing facility, or expand from either a  
10 dispensary or cultivation and manufacturing facility to both a dispensary  
11 and cultivation and manufacturing facility at the same location with City  
12 Manager approval.

13 D. The determination of the City Council shall be final.

14 **3-1.2407 Permit Expiration and Renewal.**

15 All Permits shall automatically renew annually unless the Permit is revoked or  
16 suspended.

17 **3-1.2408 Permit Suspension and Revocation.**

18 A. In the event the permittee has violated any provisions, rules or  
19 regulations in this Article or has violated or permitted the infraction of  
20 any law of the State or the City, the permittee shall be provided notice  
21 and given twenty (20) days to cure the violation. The 20 day cure period  
22 shall not apply to medical marijuana business operating within the City  
23 of Huntington Park without a valid Permit.

24 B. In the event the permittee fails to cure the violation within 20 days, any  
25 Permit issued pursuant to the Article shall be summarily suspended.  
26 Notice of the suspension shall be provided by posting on the premises.

27 C. At its next regular meeting, the City Council shall hear the matter, giving  
28 at least twenty (20) days' notice of such hearing to the permittee. The  
hearing may be continued from time to time at the discretion of the City  
Council.

D. Upon the conclusion of the hearing, the City Council may continue the  
suspension, revoke the Permit, or terminate the suspension and  
reinstate the Permit. If the permittee fails to attend the hearing the  
Permit shall be terminated. The decision of the City Council shall be  
final and conclusive.

**3-1.2409 Permit Assignability.**

1 A. It shall be unlawful for any permittee to transfer, assign or attempt to  
2 assign any Permit issued pursuant to the Article without written approval  
3 from the City Council and compliance with any other City requirements  
4 and approvals.

5 B. It shall be unlawful for any permittee to move to a new location within the  
6 permitted zone without written approval from the City Manager and  
7 compliance with any other City requirements and approvals.

8 **3-1.2410 Regulatory Fee and Seller's Permit.**

9 A. In addition to the Permit application fee, the medical marijuana business  
10 shall pay an annual Regulatory Fee. The Regulatory Fee shall be set by  
11 City Council resolution, as modified from time to time. The Regulatory  
12 Fee shall cover staff time for monitoring, regulation, documenting  
13 breach, and nullifying Permits. The Regulatory Fee will be cost  
14 recovering.

15 B. The State Board of Equalization has determined that medical marijuana  
16 transactions are subject to sales tax, regardless of whether the  
17 individual or group makes a profit, and those engaging in transactions  
18 involving medical marijuana must obtain a seller's permit from the State  
19 Board of Equalization.

20 **3-1.2411 Use of Revenue.**

21 A. Fifteen percent (15%) of revenues collected by the City from the medical  
22 marijuana business shall be set aside and used by the City to fund an  
23 Educational, Youth and/or Senior Programs Fund for the City Council to  
24 use at its discretion. City Council approval shall be required prior to use  
25 of such funds. The Educational and/or Youth Programs Fund shall be  
26 established prior to the first City Council meeting after close the  
27 application submittal period.

28 B. Fifteen percent (15%) of revenue collected by the City from the medical  
marijuana business shall be set aside and used by the City to fund a  
Residents Water Rate Fund account for the City Council's discretionary  
use to lower and/or prevent water rate increase. City Council approval  
shall be required prior to use of such funds. The Residents Water Rate  
Fund account shall be established prior to the first City Council meeting  
after close the application submittal period.

**3-1.2412 Operating Requirements and Standards.**

The medical marijuana business shall comply with operating requirements and  
standards. Noncompliance of such operating requirements and standards shall  
constitute a breach of the Permit issued hereunder and may render such Permit  
suspended or revoked. In addition to any other operating requirements and

standards established by the City Council, permittees must comply with the following operating requirements and standards:

- A. Operating Agreement. All Permittees under this Article shall enter into an operating agreement with the City and shall comply with all terms within such negotiated and agreed upon operating agreement.
- B. Location. The final location of a medical marijuana business is subject to compliance with the City Municipal Code and must be approved by the City. The location of the medical marijuana business shall not be within 600 feet of a public or private school, park, or religious structure.
- C. Hours of Operation. A medical marijuana business may only operate between the hours of 9:00 am to 8 pm, Monday through Sunday.
- D. Cash Management System. Cash handling and all cash transactions by employees are prohibited at any medical marijuana business. All medical marijuana transactions shall operate through a cash management system that includes and has a point of sale and seed to sale system, all integrated into one cash management operating system. All transactions must be completed through this system.
- E. Use of Marijuana. No marijuana shall be smoked, ingested or otherwise consumed on the premises of the medical marijuana business.
- F. Minors. It is unlawful for any medical marijuana business permittee, operator, or other person in charge of any medical marijuana business to employ any person who is not at least 18 years of age. Persons under the age of 18 shall not be allowed on the premises of a medical marijuana business. The entrance to a medical marijuana business shall be clearly and legibly posted with a notice indicating that persons under the age of 18 are precluded from entering the premises.
- G. Alcohol. The medical marijuana business shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages.
- H. Operating Plan. A medical marijuana business must operate in accordance with the operating plan, as detailed in Section 3-1.2404, submitted as part of the permittees' Permit application.
- I. Exterior Signage. All exterior signage must comply with the City's existing sign ordinance.
- J. Loitering. Loitering shall not be permitted in front of or at the medical marijuana business.

1 K. If the medical marijuana business is a medical marijuana dispensary or  
2 a joint medical marijuana dispensary, nursery and cultivation and  
3 manufacturing facility, the following operating standards shall apply to  
the dispensary:

- 4 1. Dispensing. A dispensary shall only dispense to qualified patients or  
5 primary caregivers with a currently valid physician's approval or  
6 recommendation in compliance with the criteria in California Health and  
7 Safety Code Section 11362.5 et seq or a state or county issued Medical  
8 Marijuana Identification Card. Dispensaries shall require such persons to  
9 provide valid official identification, such as a Department of Motor  
10 Vehicles driver's license or State Identification Card. Prior to dispensing  
11 medical cannabis, the dispensary shall obtain a verification from the  
12 recommending physician's office personnel that the individual requesting  
13 medical cannabis is or remains a qualified patient pursuant to state  
14 Health & Safety Code Section 11362.5.
- 15 2. Access. The entrance area of the dispensary building shall be strictly  
16 controlled. A viewer or video camera shall be installed in the door that  
17 allows maximum angle of view of the exterior entrance.

18 L. If the medical marijuana business is a cultivation and manufacturing  
19 facility or a joint medical marijuana dispensary and cultivation and  
20 manufacturing facility, the following operating standards shall apply to  
the cultivation and manufacturing facility:

- 21 1. Indoor cultivation. A cultivation and manufacturing facility may only  
22 cultivate marijuana indoors, no outdoor cultivation shall be permitted.
- 23 2. Access. The entrance area of the cultivation and manufacturing facility  
24 shall be strictly controlled. A viewer or video camera shall be installed in  
25 the door that allows maximum angle of view of the exterior entrance.

26 M. If the medical marijuana business is a delivery service or distributor it  
27 must utilize real-time geo-tracking and must give the city access to the  
28 real-time tracking feed.

### 29 **3-1.2413 Examination of Books, Records, Witnesses.**

- 30 A. The City shall be provided access to any and all financial information at  
31 any time, as needed.
- 32 B. The City is authorized to examine the books, papers, tax returns and  
33 records of any permittee for the purpose of verifying the accuracy of any  
34 information provided.
- 35 C. The Police Department is authorized to review the security video  
36 maintained by the medical marijuana business.
- 37 D. The City is authorized to examine a person under oath, for the purpose  
38 of verifying the accuracy of any information provide.

1  
2 E. Every permittee is directed and required to furnish to the City the means,  
3 facilities and opportunity for making such financial examinations and  
4 investigations.

5 F. Any permittee refusal to comply with this Section shall be deemed a  
6 violation of this Article.

7  
8 **3-1.2414 Liability and Indemnification.**

9 A. To the fullest extent permitted by law, any actions taken by a public  
10 officer or employee under the provisions of this Article shall not become  
11 a personal liability of any public officer or employee of the City.

12 B. The permittees under this Article hereby agree to save, defend,  
13 indemnify and keep harmless the City and its officials, officers,  
14 employees, representatives, agents and volunteers from all actions,  
15 claims, demands, litigation, or proceedings, including those for  
16 attorneys' fees, against the City in consequence of the granting of this  
17 permit, and will in all things strictly comply with the conditions under  
18 which this permit is granted, if any.

19  
20 **3-1.2415 Prohibited Operations.**

21 A. All medical marijuana businesses that do not have a Permit under this  
22 Article are expressly prohibited. All medical marijuana businesses in  
23 violation of California Health and Safety Code Section 11326.7 et seq.  
24 and 11362.5 and this Article are expressly prohibited. It is unlawful for  
25 any medical marijuana business in the City, or any agent, employee or  
26 representative of such business, to permit any breach of peace therein  
27 or any disturbance of public order or decorum by any tumultuous, riotous  
28 or disorderly conduct on the premises of the dispensary.

29 B. No use which purports to have delivered, cultivated or distributed  
30 marijuana prior to the enactment of this chapter shall be deemed to  
31 have been a legally established use under the provisions of the  
32 Huntington Park Zoning Code, this Article, or any other local ordinance,  
33 rule or regulation, and such use shall not be entitled to claim legal  
34 nonconforming status.

35  
36 **3-1.2416 Violations and Enforcement.**

37 A. Cure period. In the event the permittee has violated any provisions, rules  
38 or regulations of this Article or has violated or permitted the infraction of  
any law of the State or the City, the permittee shall be provided notice  
and given twenty (20) days to cure the violation before any penalties  
begin to accrue. The 20 day cure period shall not apply to any medical  
marijuana business operating within the City of Huntington Park without

1 a valid Permit, or any business that is required to have a Permit under  
2 this Article that is delivering medical marijuana and/or medical  
3 marijuana-infused products within the City of Huntington Park without a  
valid Permit and penalties shall begin to accrue immediately.

4 B. Violations. After the cure period, each and every violation of this Article  
5 shall constitute a separate violation and shall be subject to all remedies  
6 and enforcement measures authorized by this Code and the State of  
California.

7 B. Penalties. Any person guilty of a misdemeanor pursuant to the  
8 provisions of this Article shall be punishable as set forth in Chapter 2 of  
Title 1 of this Code.

9 C. Public nuisances. In addition to the penalties provided for violations, any  
10 condition caused or permitted to exist in violation of any of the provisions  
11 of this Article after the cure period shall be deemed a public nuisance  
12 and may be summarily abated as such by the City, and each day such  
violation continues shall be regarded as a new and separate offense.

13 **SECTION 5.** The City Council finds and determines that the adoption of  
14 this Ordinance is exempt from CEQA under Sections 15061(b)(3) (common sense  
exemption) of the State CEQA Guidelines.

15 **SECTION 6.** If any section, subsection, subdivision, sentence, clause,  
16 phrase or portion of this Ordinance, is for any reason held to be invalid or  
17 unconstitutional by the decision of any court of competent jurisdiction, such decision  
18 shall not affect the validity of the remaining portions of this Ordinance. The City  
19 Council hereby declares that it would have adopted this Ordinance and each section,  
subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of  
the fact that any one or more sections, subsections, subdivisions, sentences,  
clauses, phrases, or portions thereof be declared invalid or unconstitutional.

20 **SECTION 7.** Any amendment to any section, subsection, subdivision,  
21 sentence, clause, phrase or portion of Article 19 of Title 4, Chapter 7 of the  
22 Huntington Park Municipal Code or Article 24 of Title 3, Chapter 1 of the Huntington  
23 Park Municipal Code requires a four-fifths (4/5) vote of the Huntington Park City  
Council.

24 **SECTION 8.** The City Clerk shall certify to the adoption of this  
25 Ordinance and cause the same to be published in the manner prescribed by law.  
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**PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of Month, 2016.

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

**ATTEST:**

\_\_\_\_\_  
Donna G. Schwartz, CMC  
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 Abatemt
219	Sales Tax-Transit Fund A	287	Solid Waste Recycle Grant
220	Sales Tax-Transit C	288	COMPBC
221	State Gasoline Tax Fund	334	Ped/Bike Path Fund
222	Measure R	349	Capital Improvement Fund
223	Local Origin Program Fund	475	Public Financng Authority
224	Office of Traffc & Safety	533	Business Improv Dist Fund
225	Cal Cops Fund	535	Strt Lght & Lndscp Assess
226	Air Quality Improv Trust	681	Water Department Fund
227	Offc of Criminal Justice	741	Fleet Maintenance
228	Bureau of Justice Fund	745	Worker's Compensation Fnd
229	Police Forfeiture Fund	746	Employee Benefit Fund
231	Parking System Fund	748	Veh & Equip Replacement
232	Art in Public Places Fund	779	Deferred Comp. Trust Fund
233	Bullet Proof Vest Grant	800	Pooled Cash
234	Congressional Earmark	801	Pooled Cash Fund
235	Federal Street Improvmnt	802	Pooled Interest



**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
12-20-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AA RE, LLC	21473-13868	681-0000-228.70-00	Deposit Refund	170.49	N
				<b>170.49</b>	
AAA ELECTRICAL SUPPLY INC	301504-00	111-8020-431.43-10	Buildings - O S & M	975.68	N
	301477-00	111-8022-419.43-10	Buildings - O S & M	272.85	N
				<b>1,248.53</b>	
AARON CRUZ	61351/61470	111-6060-466.33-20	Contractual Srv Class	290.40	N
	61358/61475	111-6060-466.33-20	Contractual Srv Class	105.60	N
	61501/61666	111-6060-466.33-20	Contractual Srv Class	158.40	N
	61501/61666	111-6060-466.33-20	Contractual Srv Class	132.00	N
				<b>686.40</b>	
ADOLFO PACHECO	61651/61774	111-6060-466.33-20	Contractual Srv Class	152.00	N
	61649/61717	111-6060-466.33-20	Contractual Srv Class	212.80	N
				<b>364.80</b>	
AFSCME COUNCIL 36	PPE 12-04-2016	802-0000-217.60-10	Association Dues	712.80	Y
	PPE 10-23-16	802-0000-217.60-10	Association Dues	696.60	Y
	PPE 11-20-2016	802-0000-217.60-10	Association Dues	696.60	Y
				<b>2,106.00</b>	
AIM CONSULTING SERVICES	HP_007	220-8010-431.73-10	Improvements	5,951.60	N
				<b>5,951.60</b>	
ALEJANDRO LOPEZ	61579/61904	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
ALL CITY MANAGEMENT SERVICES	46064	111-7022-421.56-41	Contract/Other	5,768.77	N
				<b>5,768.77</b>	
ALVAREZ-GLASMAN & COLVIN	2016-10-15599	745-9031-413.32-70	Contractual Srv Legal	2,541.58	N
	2016-10-15598	745-9031-413.32-70	Contractual Srv Legal	2,369.57	N
	2016-10-15597	745-9031-413.32-70	Contractual Srv Legal	202.50	N
	2016-10-15596	745-9031-413.32-70	Contractual Srv Legal	1,824.48	N
	2016-10-15595	745-9031-413.32-70	Contractual Srv Legal	2,272.50	N
	2016-10-15594	745-9031-413.32-70	Contractual Srv Legal	2,850.00	N
				22,457.04	N
				<b>34,517.67</b>	
ALVARO ENCARNACION	HPAC01225	111-0000-342.40-00	Citation Refund	500.00	N
				<b>500.00</b>	
AMERICAN EXPRESS	7085	111-0110-411.58-22	Johnny Pineda	1,398.85	Y
	73011006278	111-0110-411.66-05	Council Meeting Expenses	139.64	Y
	73011006279	111-0110-411.66-05	Council Meeting Expenses	8.00	Y
	7100007	111-0110-411.58-21	Marilyn Sanabria	412.72	Y
	39NWTDH52QF	111-0110-411.58-21	Marilyn Sanabria	100.00	Y

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
12-20-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AMERICAN EXPRESS	IAYXWS	111-0110-411.66-05	Council Meeting Expenses	81.75	Y
	1941	111-0110-411.61-20	Dept Supplies & Expense	24.97	Y
	29314100479	111-0110-411.61-20	Dept Supplies & Expense	13.82	Y
	15001950	111-0110-411.61-20	Dept Supplies & Expense	11.98	Y
	627930004	111-0210-413.61-20	Dept Supplies & Expense	11.77	Y
	10041682	111-0210-413.61-20	Dept Supplies & Expense	7.94	Y
	31099536293	111-0210-413.59-15	Professional Development	57.88	Y
	6297	111-0210-413.59-15	Professional Development	27.80	Y
	262434	111-0230-413.59-15	Professional Development	282.24	Y
	94812566	111-0230-413.59-15	Professional Development	350.00	Y
	320440278-12103	111-1010-411.31-10	Municipal Election	108.08	Y
	1.62927E+12	111-3010-415.59-15	Professional Development	23.98	Y
	400888079	111-3010-415.59-15	Professional Development	99.00	Y
	2.79787E+13	111-3010-415.59-15	Professional Development	204.20	Y
	2.79787E+13	111-3010-415.59-15	Professional Development	166.20	Y
	10156320161	111-5010-419.61-20	Dept Supplies & Expense	65.73	Y
	35300010156	111-6020-451.61-35	Recreation Supplies	56.45	Y
	1703426	111-6020-451.61-35	Recreation Supplies	469.00	Y
	18B2293E9EF2	111-6020-451.61-35	Recreation Supplies	375.00	Y
	9545	111-7010-421.61-20	Dept Supplies & Expense	28.78	Y
	9553	111-7010-421.61-20	Dept Supplies & Expense	14.00	Y
	10015405	111-7010-421.61-20	Dept Supplies & Expense	6.52	Y
	262856	111-7010-421.61-20	Dept Supplies & Expense	20.00	Y
	5298	111-7010-421.59-15	Professional Development	438.63	Y
	82010011	111-7010-421.59-20	Professional Develop Post	650.00	Y
	767127032	111-7010-421.59-15	Professional Development	30.00	Y
	10033535	111-7010-421.56-41	Contract / Other	2,362.50	Y
	5298	111-7010-421.59-20	Professional Develop Post	536.84	Y
	815509	111-7022-421.61-27	Dept Supplies Jail	43.59	Y
	9/29-10/12/16	111-7030-421.61-20	Dept Supplies & Expense	148.51	Y
	42648	111-7030-421.61-20	Dept Supplies & Expense	50.00	Y
	835012574	111-7030-421.61-20	Dept Supplies & Expense	181.50	Y
	835012577	111-7030-421.61-20	Dept Supplies & Expense	18.50	Y
	5000457495	111-7030-421.61-20	Dept Supplies & Expense	25.02	Y
	9/30-10/28/16	111-7030-421.61-20	Dept Supplies & Expense	483.35	Y
	177238	111-7030-421.61-20	Dept Supplies & Expense	25.00	Y
	CCQETC66	111-8020-431.61-20	Dept Supplies & Expense	99.00	Y
				<b>9,658.74</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
12-20-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AMERICAN FAMILY LIFE ASSURANCE	PPE 12-04-2016	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
	PPE 10-23-16	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
	PPE 11-20-2016	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
				<b>319.74</b>	
AMTECH ELEVATOR SERVICES	DVL04010C16	111-8022-419.56-41	Contractual Svc - Other	647.91	N
				<b>647.91</b>	
AMUSEMENT INDUSTRY INC	1429-21342	681-0000-228.70-00	Deposit Refund	50.00	N
				<b>50.00</b>	
ANA ALVARENGA	61862/61941	111-0000-228.20-00	Deposit Refund	445.00	N
				<b>445.00</b>	
ARELLANO ASSOCIATES	60141/61903	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
ARROYO BACKGROUND INVESTIGATIONS	1078	111-7010-421.56-41	Contract/Other	952.49	N
	1079	111-7010-421.56-41	Contract/Other	800.00	N
				<b>1,752.49</b>	
AT&T	8825342	111-9010-419.53-10	Telephone & Wireless	3,745.12	N
	8825341	111-9010-419.53-10	Telephone & Wireless	1,652.07	N
	8861126	111-9010-419.53-10	Telephone & Wireless	18.04	N
	8776343	111-9010-419.53-10	Telephone & Wireless	1.56	N
	8902432	111-9010-419.53-10	Telephone & Wireless	290.28	N
	8825344	111-9010-419.53-10	Telephone & Wireless	3.41	N
				<b>5,710.48</b>	
AT&T MOBILITY	10/7-11/6/16	111-7010-421.53-10	Telephone & Wireless	70.68	N
	10/7-11/6/16	239-5055-419.53-10	Telephone & Wireless	287.02	N
	10/7-11/6/16	111-6010-419.53-10	Telephone & Wireless	39.28	N
				<b>396.98</b>	
AT&T PAYMENT CENTER	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	33.29	N
	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	33.29	N
	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	195.55	N
	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	80.99	N
	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	101.30	N
	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	33.29	N
	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	33.29	N
	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	33.06	N
	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	33.06	N
	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	33.06	N
	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	33.06	N
	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	100.60	N

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AT&T PAYMENT CENTER	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	80.43	N
	10/7-11/6/2016	111-9010-419.53-10	Telephone & Wireless	194.19	N
	10/28-11/27/16	111-7010-421.53-10	Telephone & Wireless	375.04	N
				<b>1,393.50</b>	
AZTECA SIGNS	5887	111-6010-451.56-41	Contractual Svc - Other	1,563.17	N
				<b>1,563.17</b>	
BARBARA RODRIGUEZ	12/6/16	111-3010-415.59-15	Professional Development	73.92	N
				<b>73.92</b>	
BATTERY SYSTEMS INC	3763916	741-8060-431.43-20	Vehicles - O S & M	228.96	N
	3761297	741-8060-431.43-20	Vehicles - O S & M	180.00	N
				<b>408.96</b>	
BENEFIT ADMINISTRATION CORPORATION	6026934-IN	111-0230-413.56-41	Contractual Svc - Other	50.00	N
				<b>50.00</b>	
BENJAMIN BAZAN	61248/61882	111-0000-347.50-00	Deposit Refund	35.00	N
				<b>35.00</b>	
BILLY VALDIVIA	12082016	111-6010-451.56-41	Contractual Svc - Other	6,000.00	Y
				<b>6,000.00</b>	
BISHOP COMPANY	413984	535-6090-452.61-20	Dept Supplies & Expense	839.70	N
				<b>839.70</b>	
BLACK AND WHITE EMERGENCY VEHICLES	1599	741-8060-431.43-20	Vehicles - O S & M	107.59	N
				<b>107.59</b>	
BONAD LLC	21627-5222	681-0000-228.70-00	Deposit Refund	163.39	N
				<b>163.39</b>	
CALIFORNIA CONSULTING	1934	111-0210-413.56-41	Contractual Svc - Other	3,000.00	N
				<b>3,000.00</b>	
CALIFORNIA PUBLIC EMPLOYEES RETIREMENT	PPE 11/20/2016	802-0000-217.30-10	PERS	32,637.44	N
	PPE 11/20/2016	802-0000-218.10-10	PERS Employer	17,595.48	N
	PPE 11/20/2016	802-0000-218.10-10	PERS Employer	38,278.07	N
				<b>88,510.99</b>	
CARL WARREN & CO.	1786476	111-1010-411.56-41	Contractual Svc - Other	375.00	N
	1786477	111-1010-411.56-41	Contractual Svc - Other	750.00	N
				<b>1,125.00</b>	
CARLA ENRIQUETA TORRES GARCIA	61220/61768	111-6060-466.33-20	Contractual Svc Class	156.80	N
				<b>156.80</b>	
CARLOS GOMEZ	05-FY-17	745-9030-413.56-41	Contractual Svc - Other	400.00	N
				<b>400.00</b>	



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CELL BUSINESS EQUIPMENT	IN1837524	111-0110-411.43-05	Office Equip - O S & M	73.27	N
	IN1837524	111-0210-413.43-05	Office Equip - O S & M	73.27	N
	IN1840893	111-7010-421.44-10	Rent (Incl Equip Rental)	20.10	N
	IN1841587	111-7010-421.44-10	Rent (Incl Equip Rental)	368.23	N
				<b>534.87</b>	
CENTRAL FORD	288424	741-8060-431.43-20	Vehicles - O S & M	35.67	N
	288125	741-8060-431.43-20	Vehicles - O S & M	142.69	N
	288425	741-8060-431.43-20	Vehicles - O S & M	31.06	N
	288046	741-8060-431.43-20	Vehicles - O S & M	103.38	N
	288698	741-8060-431.43-20	Vehicles - O S & M	163.02	N
	C05954	741-8060-431.43-20	Vehicles - O S & M	196.88	N
	288188	741-8060-431.43-20	Vehicles - O S & M	361.74	N
				<b>1,034.44</b>	
CHARTER COMMUNICATIONS	12/01-12/31/16	111-9010-419.53-10	Telephone & Wireless	11.66	N
	12/7/16-1/6/17	111-7010-421.53-10	Telephone & Wireless	1,250.00	N
	12/2-1/1/17	111-9010-419.53-10	Telephone & Wireless	680.00	N
				<b>1,941.66</b>	
CHICWEAR FASHION	HPAC05757	111-0000-342.40-00	Citation Refund	100.00	N
				<b>100.00</b>	
CHRISTINA BUSTAMANTE	102716RC	745-9031-413.32-70	Contractual Srv Legal	358.50	N
	101316RC	745-9031-413.32-70	Contractual Srv Legal	463.50	N
				<b>822.00</b>	
CINTIA VALENCIA	61369/61693	111-6060-466.33-20	Contractual Srv Class	232.00	N
				<b>232.00</b>	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 12-04-2016	802-0000-217.30-30	Med Reimb 125	487.52	Y
	PPE 10-23-16	802-0000-217.30-30	Med Reimb 125	487.52	Y
	PPE 11-20-2016	802-0000-217.30-30	Med Reimb 125	487.44	Y
				<b>1,462.48</b>	
CITY OF HUNTINGTON PARK GEA	PPE 12-04-2016	802-0000-217.60-10	Association Dues	140.05	Y
	PPE 10-23-16	802-0000-217.60-10	Association Dues	137.75	Y
	PPE 11-20-2016	802-0000-217.60-10	Association Dues	137.75	Y
				<b>415.55</b>	
CITY OF VERNON	56634/61902	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 12-04-2016	802-0000-217.50-40	Life-Cancer Insurance	1,356.62	Y
	PPE 10-23-16	802-0000-217.50-40	Life-Cancer Insurance	1,356.62	Y
	PPE 11-20-2016	802-0000-217.50-40	Life-Cancer Insurance	1,356.62	Y
				<b>4,069.86</b>	

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COMSERCO, INC.	2211449	111-7010-421.56-41	Contract/Other	15.26	N
COUNTY OF L.A. DEPT OF PUBLIC WORKS	16111004507	221-8014-429.56-41	Contractual Svc - Other	15.26	N
COUNTY OF LOS ANGELES	11/29/2016	111-6020-451.61-35	Recreation Supplies	370.18	Y
DAPEER & ROSENBLIT	1857-21610	681-0000-228.70-00	Deposit Refund	75.00	N
DAPPER TIRE CO.	43899869	741-8060-431.43-20	Vehicles - O S & M	7.17	N
	43866173	741-8060-431.43-20	Vehicles - O S & M	953.75	N
	43865614	741-8060-431.43-20	Vehicles - O S & M	276.41	N
				276.41	N
				1,506.57	
DATA TICKET INC.	74538	111-7065-441.56-41	Contractual Svc - Other	127.67	N
	75237	111-7065-441.56-41	Contractual Svc - Other	78.67	N
				206.34	
DATA PROSE, INC.	DP1603454	681-3022-415.53-20	Postage	1,432.52	N
	DP1603454	681-3022-415.56-41	Contractual Svc - Other	996.92	N
				2,429.44	
DAVID SANCHEZ	HPAC02163	111-0000-342.40-00	Citation Refund	398.00	N
				398.00	
DIMENSION DATA NORTH AMERICA, INC	8038038	111-7010-421.53-10	Telephone & Wireless	210.00	N
	8038035	111-7010-421.53-10	Telephone & Wireless	242.50	N
	8037990	111-7010-421.53-10	Telephone & Wireless	210.00	N
				662.50	
DISH NETWORK	12/12-1/11/17	111-7022-421.44-10	Rent (Incl Equip Rental)	69.11	N
EBRAHIM GOLCHIAN	HPAC02993	111-0000-342.40-00	Citation Refund	69.11	N
				50.00	N
ENTENMANN-ROVIN CO.	0122713-IN	111-7010-421.61-20	Dept Supplies & Expense	50.00	N
				88.15	N
ESTELA RAMIREZ	61705/61968	111-6060-466.33-20	Contractual Srv Class	88.15	N
				249.00	N
EVA RANGEL	12/2-12/10/16	111-6010-451.56-41	Contractual Svc - Other	249.00	N
				349.53	N
EVENTS BY NOONAN	2758	111-6020-451.61-35	Recreation Supplies	349.53	N
				550.50	N
EXPERT ROOTER	93411	111-8020-431.43-10	Buildings - O S & M	550.50	N
				125.00	N
				125.00	

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EXPRESS PIPE & SUPPLY CO., LLC	S100937672.001	111-8023-451.43-10	Buildings - O S & M	330.83	N
	S100794249.001	111-8023-451.43-10	Buildings - O S & M	572.25	N
				<b>903.08</b>	
F&A FEDERAL CREDIT UNION	PPE 12-04-2016	802-0000-217.60-40	Credit Union	13,632.00	Y
	PPE 10-23-16	802-0000-217.60-40	Credit Union	16,432.00	Y
	PPE 11-20-2016	802-0000-217.60-40	Credit Union	13,632.00	Y
				<b>43,696.00</b>	
FAIR HOUSING FOUNDATION	12/6/2016	239-5060-463.56-41	Contractual Svc - Other	766.21	N
				<b>766.21</b>	
FEDEX	5-555-64637	111-0210-413.56-41	Contractual Svc - Other	34.33	N
	5-592-78133	111-9010-419.61-20	Dept Supplies & Expense	80.06	N
				<b>114.39</b>	
FEHR & PEERS	111457	222-4010-431.73-10	Improvements	17,957.72	N
	110580	222-4010-431.73-10	Improvements	32,598.25	N
				<b>50,555.97</b>	
FERGUSON ENTERPRISES INC	3967409	111-8024-421.43-10	Buildings - O S & M	397.18	N
				<b>397.18</b>	
GALLS, LLC	BC0346991	111-7010-421.61-20	Dept Supplies & Expense	44.70	N
				<b>44.70</b>	
GARDA CL WEST, INC.	10261685	111-9010-419.33-10	Bank Services	677.29	N
				<b>677.29</b>	
GARY M. ROGERS	12/06/2016	111-6030-451.33-90	Referee Services	540.00	N
	12/06/2016	111-6030-451.33-90	Referee Services	54.00	N
				<b>594.00</b>	
GRAFFITI PROTECTIVE COATINGS INC.	1002-1016	111-8095-431.56-75	Contract Graffiti Removal	32,250.00	N
				<b>32,250.00</b>	
GRAINGER	9054874285	111-8023-451.43-10	Buildings - O S & M	122.86	N
	9055185756	111-8023-451.43-10	Buildings - O S & M	101.53	N
				<b>224.39</b>	
H P OFFICE SUPPLIES	389374	111-6020-451.61-35	Recreation Supplies	130.78	N
				<b>130.78</b>	
HOME DEPOT - PARKS & RECREATION	6260168	111-6020-451.61-35	Recreation Supplies	293.28	N
				<b>293.28</b>	
HUB CITIES CONSORTIUM	12/13/2016	239-5210-463.57-89	HUB Cities	30,000.00	N
	10/31/2016	239-5035-465.56-41	Contractual Svc - Other	13,247.79	N
				<b>43,247.79</b>	
HUNTINGTON CRAFT INC	20325-9842	681-0000-228.70-00	Deposit Refund	206.23	N
				<b>206.23</b>	

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HUNTINGTON PARK POLICE MGMT ASSN.	PPE 12-04-2016	802-0000-217.60-10	Association Dues	150.00	Y
	PPE 10-23-16	802-0000-217.60-10	Association Dues	150.00	Y
	PPE 11-20-2016	802-0000-217.60-10	Association Dues	150.00	Y
				<b>450.00</b>	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 12-04-2016	802-0000-217.60-10	Association Dues	3,545.33	Y
	PPE 10-23-16	802-0000-217.60-10	Association Dues	3,580.33	Y
	PPE 11-20-2016	802-0000-217.60-10	Association Dues	3,580.33	Y
				<b>10,705.99</b>	
HUNTINGTON PARK RUBBER STAMP CO.	RGC6575	111-7040-421.61-31	Dept Supplies Records	72.50	N
				<b>72.50</b>	
ITRON, INC.	431531	681-3022-415.56-41	Contractual Svc - Other	622.59	N
	431531	681-8030-461.61-20	Dept Supplies & Expense	10.13	N
				<b>632.72</b>	
JDS TANK TESTING & REPAIR INC	9647	741-8060-431.43-20	Vehicles - O S & M	338.19	N
				<b>338.19</b>	
JIMMY SANDHU	17033-7476	681-0000-228.70-00	Deposit Refund	50.81	N
				<b>50.81</b>	
JOHN'S PAINT & HARDWARE INC.	3464	111-8023-451.43-10	Buildings - O S & M	116.81	N
				<b>116.81</b>	
JOSE ALBERTO QUINTANILLA PEREZ	12/16/2016	239-6060-466.61-20	Dept Supplies & Expense	150.00	N
				<b>150.00</b>	
KONICA MINOLTA PREMIER FINANCE	318290509	111-7040-421.44-10	Rent (Incl Equip Rental)	1,424.44	N
				<b>1,424.44</b>	
LAC+USC MEDICAL CENTER	10012	111-7030-421.56-41	Contract/Other	200.00	N
				<b>200.00</b>	
LACMTA	800065818	219-0250-431.58-50	Bus Passes	5,060.00	N
				<b>5,060.00</b>	
LAKESHORE LEARNING MATERIALS	3386251116	239-6060-466.61-20	Dept Supplies & Expense	18.49	N
				<b>18.49</b>	
LAN WAN ENTERPRISE, INC	56570	111-8020-431.43-10	Buildings - O S & M	822.44	N
	56569	111-8020-431.43-10	Buildings - O S & M	545.10	N
	56753	225-7120-421.74-10	Equipment	1,067.78	N
	56737	225-7120-421.74-10	Equipment	6,893.90	N
				<b>9,329.22</b>	
LAW OFFICES OF CARPENTER & ROTHANS	28279	745-9031-413.32-70	Contractual Srv Legal	135.20	N
	28258	745-9031-413.32-70	Contractual Srv Legal	1,805.25	N
				<b>1,940.45</b>	

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LB JOHNSON HARDWARE CO #1	684318	535-8016-431.61-45	Street Lighting Supplies	26.14	N
	684813	535-8016-431.61-45	Street Lighting Supplies	53.55	N
	685160	535-8016-431.61-45	Street Lighting Supplies	164.87	N
	685404	535-8016-431.61-45	Street Lighting Supplies	139.74	N
	685500	535-8016-431.61-45	Street Lighting Supplies	10.38	N
				<b>394.68</b>	
LEAD TECH ENVIRONMENTAL	10569	246-5098-463.56-41	Contractual Svc - Other	222.00	N
				<b>222.00</b>	
LEE ANDREWS GROUP, INC	2016262	111-0210-413.56-41	Contractual Svc - Other	1,168.66	N
	2016249	111-0210-413.56-41	Contractual Svc - Other	330.00	N
				<b>1,498.66</b>	
LETICIA CALDERON	HPAC03040	111-0000-342.40-00	Citation Refund	100.00	N
				<b>100.00</b>	
LIDA RABBANY	HPAC05746	111-0000-342.40-00	Citation Refund	100.00	N
				<b>100.00</b>	
LORRAINE MENDEZ & ASSOCIATES, LLC	0264	239-5060-463.56-41	Contractual Svc - Other	9,381.15	N
	0264	242-5060-463.56-41	Contractual Svc - Other	1,700.00	N
	0264	242-5098-463.56-41	Contractual Svc - Other	2,932.50	N
				<b>14,013.65</b>	
LOS ANGELES TIMES	11/23-12/20/17	121-7040-421.56-14	Welfare Inmate Fd Expense	321.83	N
				<b>321.83</b>	
LUCIA CASTILLO	60414/61583	111-6060-466.33-20	Contractual Srv Class	304.00	N
	60400/61676	111-6060-466.33-20	Contractual Srv Class	425.60	N
	61160/61545	111-6060-466.33-20	Contractual Srv Class	212.80	N
				<b>942.40</b>	
LUIS H. FERNANDEZ	276	111-6010-451.56-41	Contractual Svc - Other	400.00	N
				<b>400.00</b>	
LUZ AZPEITIA	61722/61873	111-0000-347.50-00	Deposit Refund	35.00	N
				<b>35.00</b>	
MANUEL ACOSTA	F574871	111-5010-419.61-20	Dept Supplies & Expense	40.00	N
				<b>40.00</b>	
MANUEL J MENUJIVAR	3539-824	681-0000-228.70-00	Deposit Refund	2.16	N
				<b>2.16</b>	
MANUEL PRIETO	61728/61911	111-6060-466.33-20	Contractual Srv Class	152.00	N
	61497/61932	111-6060-466.33-20	Contractual Srv Class	121.60	N
				<b>273.60</b>	
MARX BROS FIRE EXTINGUISHER CO INC.	S31304	111-8023-451.56-41	Contractual Svc - Other	180.00	N
				<b>180.00</b>	

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MAXIMUS PROTECTIVE SERVICES	001	111-6010-451.56-41	Contractual Svc - Other	3,600.00	Y
MCMaster-CARR SUPPLY CO.	87731456 85939834	111-8022-419.43-10 535-6090-452.61-20	Buildings - O S & M Dept Supplies & Expense	36.67 149.17	N N
METRO TRANSIT SERVICES	201611 201611-DAR 201611 201611	219-0250-431.56-43 219-0250-431.56-45 219-0250-431.56-43 219-0250-431.56-43	Fixed Route Transit Fixed Route Transit Fixed Route Transit Dial-A-Ride (All City)	91,205.49 50,000.00 -7,056.75 -7,822.93	N N N N
MISC-DEMOLITION DEPOSIT REFUNDS	6222 66415	111-0000-322.10-10 285-0000-228.75-00	C&D Refund C&D Refund	1,400.00 750.00	N N
MUNISERVICES, LLC	44062	111-3013-415.56-41	Contractual Svc - Other	4,863.44	N
NAJAR INVESTIGATIONS	2016-422	111-0230-413.56-41	Contractual Svc - Other	1,200.00	N
NAPA PARTS WHOLESALE	190898 191385 192266 192662 192798 192818	741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	Vehicles - O S & M Vehicles - O S & M Vehicles - O S & M Vehicles - O S & M Vehicles - O S & M Vehicles - O S & M	92.64 121.91 23.41 176.57 82.62 111.88	N N N N N N
NATION WIDE RETIREMENT SOLUTIONS	PPE 12-04-2016 PPE 10-23-16 PPE 11-20-2016	802-0000-217.40-10 802-0000-217.40-10 802-0000-217.40-10	Deferred Compensation Deferred Compensation Deferred Compensation	15,571.31 16,053.91 16,171.51	Y Y Y
NORMA URENA	61614/61807	111-6060-466.33-20	Contractual Srv Class	237.60	N
O'REILLY AUTO PARTS	22609-24874	681-0000-228.70-00	Deposit Refund	1,000.00	N
O'REILLY AUTO PARTS	2959-171651 2959-171565 2959-171573 2959-171614 2959-172038 2959-172037	741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	Vehicles - O S & M Vehicles - O S & M Vehicles - O S & M Vehicles - O S & M Vehicles - O S & M Vehicles - O S & M	-21.80 33.47 130.23 43.51 65.29 10.40	N N N N N N

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
O'REILLY AUTO PARTS	2959-172345	741-8060-431.43-20	Vehicles - O S & M	43.04	N
	2959-172330	741-8060-431.43-20	Vehicles - O S & M	26.14	N
	2959-172356	741-8060-431.43-20	Vehicles - O S & M	10.40	N
	2959-172294	741-8060-431.43-20	Vehicles - O S & M	45.51	N
	2959-172409	741-8060-431.43-20	Vehicles - O S & M	62.06	N
	2959-172295	741-8060-431.43-20	Vehicles - O S & M	130.79	N
	2959-172389	741-8060-431.43-20	Vehicles - O S & M	70.50	N
	2959-174445	741-8060-431.43-20	Vehicles - O S & M	10.49	N
	2959-174942	741-8060-431.43-20	Vehicles - O S & M	33.83	N
	2959-174739	741-8060-431.43-20	Vehicles - O S & M	130.59	N
	2959-174744	741-8060-431.43-20	Vehicles - O S & M	49.64	N
	2959-174943	741-8060-431.43-20	Vehicles - O S & M	32.41	N
	2959-177085	741-8060-431.43-20	Vehicles - O S & M	222.38	N
	2959-177095	741-8060-431.43-20	Vehicles - O S & M	139.35	N
	2959-175285	741-8060-431.43-20	Vehicles - O S & M	75.73	N
	2959-177691	741-8060-431.43-20	Vehicles - O S & M	42.41	N
	2959-179483	741-8060-431.43-20	Vehicles - O S & M	10.30	N
	2959-179412	741-8060-431.43-20	Vehicles - O S & M	30.90	N
	2959-179522	741-8060-431.43-20	Vehicles - O S & M	2.17	N
	2959-179822	741-8060-431.43-20	Vehicles - O S & M	18.74	N
	2959-179406	741-8060-431.43-20	Vehicles - O S & M	190.87	N
	2959-179450	741-8060-431.43-20	Vehicles - O S & M	-10.90	N
	2959-179821	741-8060-431.43-20	Vehicles - O S & M	6.56	N
				<b>1,635.01</b>	
OEM AUTO PAINT SUPPLIES	97325	535-6090-452.61-20	Dept Supplies & Expense	1,144.50	N
				<b>1,144.50</b>	
OK PRINTING DESIGN & DIGITAL PRINT	290	111-6010-451.56-41	Dept Supplies & Expense	187.65	N
	293	111-6010-451.56-41	Dept Supplies & Expense	728.80	N
	283	111-0110-411.61-20	Contractual Svc - Other	46.12	N
	283	111-6010-451.56-41	Contractual Svc - Other	138.38	N
	285	111-0210-413.61-20	Contractual Svc - Other	92.25	N
				<b>1,193.20</b>	
PAGEENTRY PRODUCTIONS	HHP160002	111-6010-451.56-41	Contractual Svc - Other	8,675.00	Y
				<b>8,675.00</b>	
PARAMOUNT ICELAND INC.	61770/61770	111-6060-466.33-20	Contractual Srv Class	38.40	N
	61712/61863	111-6060-466.33-20	Contractual Srv Class	76.80	N
				<b>115.20</b>	



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PARS	31318	111-9010-419.56-41	Contractual Svc - Other	373.48	N
				<b>373.48</b>	
PERFORMANCE NURSERY	186110	535-6090-452.61-20	Dept Supplies & Expense	725.59	N
	186261	535-6090-452.61-20	Dept Supplies & Expense	998.27	N
				<b>1,723.86</b>	
PITNEY BOWES	3100794054	111-9010-419.44-10	Rent ( Incl Equip Rental)	834.57	N
	3100791002	111-7040-421.56-41	Contract/Other	553.53	N
				<b>1,388.10</b>	
PIXEL BOX GRAPHICS LLC	6657	111-6010-451.56-41	Contractual Svc - Other	822.95	N
				<b>822.95</b>	
PLATINUM FINANCE PROPERTIES	22381-250	681-0000-228.70-00	Deposit Refund	155.36	N
				<b>155.36</b>	
PRUDENTIAL OVERALL SUPPLY	50934553	111-8022-419.43-10	Contractual Svc - Other	30.07	N
	50929612	111-8022-419.43-10	Contractual Svc - Other	30.07	N
	50924701	111-8022-419.43-10	Buildings - O S & M	30.07	N
	50938605	111-6010-451.56-41	Buildings - O S & M	44.40	N
	50938606	111-6010-451.56-41	Buildings - O S & M	82.39	N
				<b>217.00</b>	
RAUL PALACIO	17-00008369	111-0000-321.10-00	License Refund	33.65	N
				<b>33.65</b>	
RUTAN & TUCKER, LLP	759630	111-0220-411.32-70	Contractual Svc Legal	1,160.00	N
	761570	111-0220-411.32-70	Contractual Svc Legal	140.00	N
	761571	111-0220-411.32-70	Contractual Svc Legal	80.00	N
	753659	111-0220-411.32-70	Contractual Svc Legal	60.00	N
				<b>1,440.00</b>	
SAN BERNARDINO COUNTY SHERIFF-EVOC	16043	111-7010-421.59-20	Professional Develop Post	480.00	N
				<b>480.00</b>	
SANTA FE BUILDING MAINTENANCE	15507	111-8020-431.56-41	Contractual Svc - Other	1,056.33	N
	15507	111-8022-419.56-41	Contractual Svc - Other	3,924.03	N
	15507	111-8023-451.56-41	Contractual Svc - Other	8,355.19	N
	15507	111-8024-421.56-41	Contractual Svc - Other	5,340.60	N
	15407	111-8020-431.56-41	Contractual Svc - Other	1,015.10	N
	15407	111-8022-419.56-41	Contractual Svc - Other	3,702.37	N
	15407	111-8023-451.56-41	Contract/Other	7,973.73	N
	15407	111-8024-421.56-41	Contract/Other	4,953.98	N
				<b>36,321.33</b>	
SAUL FLORES	5383-2774	681-0000-228.70-00	Deposit Refund	31.42	N
				<b>31.42</b>	

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SMART & FINAL	109986	111-0230-413.64-05	Employee Recognition	9.53	N
SOURCE ONE OFFICE PRODUCTS, INC.	WO-26601-1 WO-26601-1	111-0110-411.61-20 111-0210-413.61-20	Dept Supplies & Expense Dept Supplies & Expense	9.53 12.64 12.65	N N N
SOUTH CENTRAL LA REGIONAL CENTER	58845/61901	111-0000-228.20-00	Deposit Refund	25.29 150.00	N
SOUTHERN CALIFORNIA EDISON	10267-24574 9/30/16-11/1/16 9/30/16-11/1/16 9/30/16-11/1/16 10/5-11/4/16 10/21-11/21/16 10/5-11/4/16 8/5/16-9/16/16	681-0000-228.70-00 681-8030-461.62-20 111-8023-451.62-10 111-8022-419.62-10 221-8014-429.62-10 111-8022-419.62-10 111-8024-421.62-10 231-8010-415.62-10	Credit Refund Heat Light Water & Power Heat Light Water & Power Heat Light Water & Power Heat Light Water & Power Heat Light Water & Power Heat Light Water & Power Power Gas & Lubricants	39.40 18,411.40 5,262.07 1,184.45 42.77 1,673.20 3,927.25 3,145.51 33,686.05	N N N N N N N N
SPARKLETT'S	15010561 111916 15010561 111916 15010561 111916 15142085 052616 4532412 120816 4533656 111016 4533656 111016	111-5010-419.61-20 239-5040-463.61-20 111-8020-431.61-20 111-3010-415.61-20 111-1010-411.61-20 111-0110-411.61-20 111-0210-413.61-20	Dept Supplies & Expense Dept Supplies & Expense Dept Supplies & Expense Dept Supplies & Expense Dept Supplies & Expense Dept Supplies & Expense Dept Supplies & Expense	26.68 26.69 26.69 59.08 10.13 53.98 53.98 257.23	N N N N N N N
STACY MEDICAL CENTER	3160-18595 3160-18347	111-7022-421.56-15 111-7022-421.56-15	Prisoner Medical Services Prisoner Medical Services	120.00 1,830.00	N N
STANDARD GLASS & MIRROR	12/5/2016	111-8022-419.43-10	Buildings - O S & M	1,950.00 700.00	N
STATE WATER RESOURCES CONTROL	WD-0119313 WD-0119807	681-8030-461.42-05 681-8030-461.42-05	Permits & Fees Permits & Fees	700.00 11,195.00 22,447.00 33,642.00	N N N
SUGA	12/6-12/7/16	111-3010-415.59-15	Professional Development	125.00	N
SUNFLOWER SYSTEMS	HP1016FIX HP1016FIX	121-7040-421.56-41 122-7010-421.56-41	Contract/Other Contract/Other	125.00 820.00 5,000.00 5,820.00	N N N

**CITY OF HUNTINGTON PARK  
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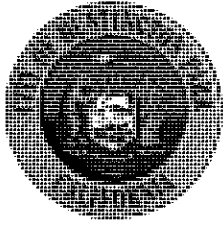
Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SUSAN CRUM	11/16-12/6/16	111-6010-451.56-41	Professional Development	576.74	N
	11/16-12/6/16	111-0210-413.59-15	Contractual Svc - Other	31.19	N
				<b>607.93</b>	
SUSY AYALA	61713/61905	111-0000-347.50-00	Deposit Refund	30.00	N
				<b>30.00</b>	
T-MOBILE USA	20231-31916	681-0000-228.70-00	Deposit Refund	200.00	N
	20231-31916	681-0000-228.70-00	Deposit Refund	34.99	N
				<b>234.99</b>	
TELEPACIFIC COMMUNICATIONS	84653317-0	111-7010-421.53-10	Telephone & Wireless	1,417.10	N
				<b>1,417.10</b>	
THE FLAG SHOP	18379	111-8022-419.43-10	Buildings - O S & M	791.00	N
				<b>791.00</b>	
TIERRA WEST ADVISORS, INC	HP-1116	222-5030-431.56-41	Contractual Svc - Other	7,778.75	N
				<b>7,778.75</b>	
TRANSTECH ENGINEERS, INC.	20162496	221-8010-431.56-41	Contract Engineer Service	90.00	N
	20162501	221-8010-431.56-41	Contract Engineer Service	180.00	N
	20162507	221-8010-431.56-41	Contractual Svc - Other	540.00	N
	20162508	221-8010-431.56-41	Contractual Svc - Other	180.00	N
	20162554	222-4010-431.73-10	Contractual Svc - Other	67,600.00	N
	20162492	111-4010-431.56-62	Contractual Svc - Other	9,346.27	N
	20162495	111-4010-431.56-62	Contractual Svc - Other	2,880.00	N
	20162494	221-8010-431.56-41	Contractual Svc - Other	3,330.00	N
	20162500	221-8010-431.56-41	Contractual Svc - Other	1,575.00	N
	20162502	221-8010-431.56-41	Contractual Svc - Other	225.00	N
	20162503	221-8010-431.56-41	Contractual Svc - Other	870.00	N
	20162504	221-8010-431.56-41	Contractual Svc - Other	180.00	N
	20162506	221-8010-431.56-41	Improvements	405.00	N
				<b>87,401.27</b>	
TRIANGLE SPORTS	33803	111-6030-451.61-35	Recreation Supplies	225.63	N
				<b>225.63</b>	
U.S. BANK	PPE 10-23-16	802-0000-217.30-20	PARS	2,067.54	Y
	PPE 11-20-2016	802-0000-217.30-20	PARS	2,088.63	Y
	PPE 10-23-16	802-0000-217.30-20	PARS EMPLOYER	2,327.68	Y
	PPE 10-23-16	802-0000-218.10-05	PARS EMPLOYER	14,338.97	Y
	PPE 11-20-2016	802-0000-217.30-20	PARS EMPLOYER	2,392.85	Y
	PPE 11-20-2016	802-0000-218.10-05	PARS EMPLOYER	14,740.16	Y
	PPE 12-04-2016	802-0000-217.30-20	PARS	1,752.37	Y
	PPE 12-04-2016	802-0000-217.30-20	PARS	2,435.05	Y

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
U.S. BANK	PPE 12-04-2016	802-0000-218.10-05	PARS EMPLOYER	11,685.69	Y
	PPE 12-04-2016	802-0000-218.10-05	PARS EMPLOYER	3,275.00	Y
				<b>57,103.94</b>	
U.S. HEALTH WORKS	3025516-CA	111-0230-413.56-41	Contractual Svc - Other	285.00	N
				<b>285.00</b>	
UNITED PACIFIC WASTE & RECYCLING	8/1/15-7/1/16	111-0000-115.30-20	Delinquent-L.A. Assessors	20,107.72	N
	8/1/15-7/1/16	111-0000-395.10-00	Franchise Fee	-2,010.77	N
	8/1/15-7/1/16	111-0000-318.10-00	Reimbursed Expenses	-3,016.16	N
				<b>15,080.79</b>	
V & V MANUFACTURING, INC.	43786	111-7010-421.61-20	Dept Supplies & Expense	414.20	N
				<b>414.20</b>	
VALENTIN PALOS AMEZQUITA	5/16-5/19/2013	111-0110-411.58-20	Valentin Palos Amezcuita	30.00	N
	5/2-5/3/2013	111-0110-411.58-20	Valentin Palos Amezcuita	35.00	N
	11/19-11/20/14	111-0110-411.58-20	Valentin Palos Amezcuita	140.00	N
	3/5-6/15	111-0110-411.58-20	Valentin Palos Amezcuita	55.00	N
				<b>260.00</b>	
VICKY BAZAN	61246/61883	111-0000-347.50-00	Deposit Refund	105.00	N
				<b>105.00</b>	
VIRGINIA ZEMPOALTECATL	61742/61912	111-0000-228.20-00	Deposit Refund	75.00	N
	61742/61912	111-0000-347.30-00	Deposit Refund	36.00	N
	61742/61912	111-0000-347.70-00	Deposit Refund	144.00	N
				<b>255.00</b>	
VIVIAN TRUONG	12/5-12/6/16	111-3010-415.59-15	Professional Development	20.00	N
				<b>20.00</b>	
WALTERS WHOLESALE ELECTRIC COMPANY	S106715453.001	111-8023-451.43-10	Buildings - O S & M	148.63	N
	S106700586.001	111-8022-419.43-10	Buildings - O S & M	1,926.97	N
	S106712379.002	111-8022-419.43-10	Buildings - O S & M	163.50	N
	S106710025.002	111-8022-419.43-10	Buildings - O S & M	61.64	N
	S106622815.001	111-8022-419.43-10	Buildings - O S & M	183.99	N
	S106712379.001	111-8022-419.43-10	Buildings - O S & M	327.00	N
	S106710025.001	111-8022-419.43-10	Buildings - O S & M	350.39	N
				<b>3,162.12</b>	
WELLS FARGO BANK-FIT	PPE 12-04-2016	802-0000-217.20-10	Federal W/Holding	63,658.01	Y
	PPE 10-23-16	802-0000-217.20-10	Federal W/Holding	54,533.90	Y
	PPE 11-20-2016	802-0000-217.20-10	Federal W/Holding	63,508.49	Y
				<b>181,700.40</b>	
WELLS FARGO BANK-MEDICARE	PPE 12-04-2016	802-0000-217.10-10	Medicare	7,126.35	Y
	PPE 10-23-16	802-0000-217.10-10	Medicare	6,783.92	Y

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WELLS FARGO BANK-MEDICARE	PPE 11-20-2016	802-0000-217.10-10	Medicare	7,285.57	Y
				<b>21,195.84</b>	
WELLS FARGO BANK-SIT	PPE 12-04-2016	802-0000-217.20-20	State W/Holding	20,261.52	Y
	PPE 10-23-16	802-0000-217.20-20	State W/Holding	17,647.59	Y
	PPE 11-20-2016	802-0000-217.20-20	State W/Holding	20,644.38	Y
				<b>58,553.49</b>	
WESTERN EXTERMINATOR COMPANY	4579849	535-6090-452.56-60	Contractual Svc - Other	134.00	N
	4579849	111-8023-451.56-41	Contractual Svc - Other	88.50	N
	4579849	111-8022-419.56-41	Contractual Svc - Other	47.00	N
	4579849	111-8020-431.56-41	Contractual Svc - Other	64.50	N
	4579849	111-8024-421.56-41	Contractual Svc - Other	48.00	N
	4467367	535-6090-452.56-60	Contractual Svc - Other	134.00	N
	4467367	111-8023-451.56-41	Contract/Other	88.50	N
	4467367	111-8022-419.56-41	Contract/Other	2.00	N
	4467367	111-8020-431.56-41	Contract Landscape Labor	64.50	N
	4467367	111-8024-421.56-41	Contract Landscape Labor	48.00	N
				<b>719.00</b>	
WESTERN FENCE & SUPPLY CO	21346-45782	535-6090-452.61-20	Dept Supplies & Expense	1,485.00	N
	21322-45765	535-6090-452.61-20	Dept Supplies & Expense	133.04	N
				<b>1,618.04</b>	
WILMAR	381927607	111-8020-431.43-10	Buildings - O S & M	32.63	N
				<b>32.63</b>	
XEROX CORPORATION	087181810	111-8020-431.43-05	Office Equip - O S & M	85.45	N
	087181810	285-8050-432.43-05	Rent (Incl Equip Rental)	85.44	N
	087181810	681-8030-461.43-05	Office Equip - O S & M	85.44	N
	087181811	111-7030-421.44-10	Office Equip - O S & M	569.07	N
				<b>825.40</b>	
YASMIN CRUZ	61582/61696	111-6060-466.33-20	Contractual Srv Class	152.00	N
	61542/61690	111-6060-466.33-20	Contractual Srv Class	212.80	N
	61443/61525	111-6060-466.33-20	Contractual Srv Class	60.80	N
	61091/61699	111-6060-466.33-20	Contractual Srv Class	364.80	N
				<b>790.40</b>	
YOLANDA JAMES	HPAC02908	111-0000-342.40-00	Citation Refund	250.00	N
				<b>250.00</b>	
ZAP MANUFACTURING INC	45613	221-8012-429.61-20	Dept Supplies & Expense	161.65	N
				<b>161.65</b>	
				<b>1,177,606.30</b>	



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

December 20, 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:

**AUTHORIZATION TO SATISFY THE FINAL ARBITRAGE REBATE AND YIELD  
RESTRICTION PAYMENT IN CONNECTION WITH THE ISSUANCE OF \$55,875,000  
HUNTINGTON PARK PUBLIC FINANCING AUTHORITY REFUNDING REVENUE  
BONDS, 2004 SERIES A**

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

1. Authorize the payment of \$1,733,840.30 to the Internal Revenue Service. This payment is equal to one hundred percent (100%) of the yield restriction liability due to the Internal Revenue Service based on the computation period of June 17, 2004 through December 9, 2016.

**BACKGROUND**

Capital Structure. In 1994, the Huntington Park Public Financing Authority ("HPPFA") issued multiple series of revenue bonds, the proceeds of which were used to the purchase the Huntington Park Redevelopment Agency Merged Redevelopment Project Tax Allocation Refunding Bonds, 1994 Series A.

In 2000, Huntington Park Redevelopment Agency changed its name to the Huntington Park Community Development Commission ("CDC") and the 1994 CDC Bonds remain outstanding and serve as security for the 2004 HPPFA Bonds. Additional security for the 2004 HPPFA Bonds is pledged by way of a general fund lease of the City of Huntington Park (the "City").

Refunding Attempts. There have been three attempts to carry out refundings of either the 2004 HPPFA Bonds or the 1994 CDC Bonds. Depending upon the circumstance, attempts were thwarted by either the County of Los Angeles or the State of California Department of Finance (DOF). In each and every circumstance, the Agency and the City remained committed to executing upon legal, financial and policy objectives:

**AUTHORIZATION TO SATISFY THE FINAL ARBITRAGE REBATE AND YIELD RESTRICTION PAYMENT IN CONNECTION WITH THE ISSUANCE OF \$55,875,000 HUNTINGTON PARK PUBLIC FINANCING AUTHORITY REFUNDING REVENUE BONDS, 2004 SERIES A**

December 20, 2016

Page 2 of 4

1. An economic refunding that generated beneficial savings to be shared with overlapping tax partners;
2. Elimination of any future IRS rebate liability by executing a taxable financing which would take the 2004 HPPFA Bonds off the market, thereby halting any additional accruing liability to the IRS; and
3. Removal of the City's general fund pledge.

Ultimately this past January, the Successor Agency sought and received a third approval from the Oversight Board but with DOF approving only a portion of the transaction that would have financially benefitted taxing entities but left the City's motivation of satisfying legal and policy objectives unfulfilled.

Current Position. While all refinancing attempts have been disappointing, the DOF's position in 2014 was not entirely detrimental to the Successor Agency or the City<sup>1</sup>. DOF instructed the Successor Agency to place its 1994 CDC Bonds on the recognized obligation payment schedule ("ROPS")<sup>2</sup> and remove the 2004 HPPFA Bonds. The expected result was that the redevelopment property tax trust fund receipts ("RPTTF") associated debt service on the 1994 CDC Bonds would be in excess of the required debt service payment on the 2004 HPPFA Bonds. This excess cash flow would accumulate over the next 5 years, and is properly payable to the HPPFA. Overlapping entities have no claim to these revenues. **Note: Excess cash flow may be used only to satisfy IRS obligations, and is spendable on capital projects of the HPPFA. Projects cannot be redevelopment related.**

**SATISFYING THE IRS LIABILITY**

In its Council action on October 16, 2016 relating to the establishment of fund balance policies pursuant to GASB Statement No. 54, \$3.9 million was classified under the fund description of Arbitrage Rebate (formerly Economic Development Arbitrage Rebate) as committed. This amount was committed by formal action of the City Council, and to be used, we are again asking the City Council to take formal action.

BLX Group LLC (a wholly-owned subsidiary of Orrick Herrington & Sutcliffe) has performed the required arbitrage rebate calculations over several years. In reliance upon those calculations, the Agency and the City have made periodic yield reduction payments to the IRS.

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<sup>1</sup> This remained the City's and Agency's do-nothing scenario.

<sup>2</sup> ROPS 15-16A.

**AUTHORIZATION TO SATISFY THE FINAL ARBITRAGE REBATE AND YIELD RESTRICTION PAYMENT IN CONNECTION WITH THE ISSUANCE OF \$55,875,000 HUNTINGTON PARK PUBLIC FINANCING AUTHORITY REFUNDING REVENUE BONDS, 2004 SERIES A**

December 20, 2016

Page 3 of 4

Understanding the Liability. The 2004 HPPFA Bonds generated a substantial yield reduction penalty as the escrow was purchased at a yield substantially higher than the yield on the 1994 Bonds. The result was a yield reduction penalty of \$6.1 million were the escrow to remain intact through its maturity in 2022. Payments made to the IRS to date total \$3,280,208.55.

With an escrow maturing in 2022, the longer the 2004 Bonds are outstanding, the larger the IRS liability. Given that funds are set aside, and that there are limited uses, our recommendation would be that the IRS liability be satisfied at this time. The calculation relating to the same is provided below:

Summary - Yield Restriction			
Allowable yield:			4.758155%
Actual gross earnings			14,280,170.17
Allowable gross earnings			8,170,476.37
Yield reduction liability			\$ 6,109,693.80
Less FV of yield reduction payment	1-Sep-09	\$ (2,460,543.01)	(3,463,756.64)
Less FV of yield reduction payment	1-Sep-14	\$ (819,665.54)	(912,096.87)
Adjusted yield restriction liability:			\$ 1,733,840.29
Yield reduction payment due to IRS:			\$ 1,733,840.29

**FISCAL IMPACT**

Making a \$1.73 million payment reduces the overall fund balance. Having said that, the fund balance was designated as "Committed"; as indicated in the October 16, 2016 report to Council, these funds were intended to be drawn upon over time for this specific purpose.

We expect the positive cash flow (difference between the 1994 CDC debt service payment and the 2004 HPPFA debt service payment) to continue through 2022. In further discussion with the City's auditors, the Finance Director/Treasurer will isolate these amounts and the remaining [current] fund balance to an account identified as the HPPFA. **In discussion with bond counsel, these amounts may be used only for the purpose as now before the Council and for qualified capital projects that are non-redevelopment related.**



**AUTHORIZATION TO SATISFY THE FINAL ARBITRAGE REBATE AND YIELD  
RESTRICTION PAYMENT IN CONNECTION WITH THE ISSUANCE OF \$55,875,000  
HUNTINGTON PARK PUBLIC FINANCING AUTHORITY REFUNDING REVENUE  
BONDS, 2004 SERIES A**

December 20, 2016

Page 4 of 4

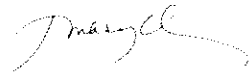
**CONCLUSION**

The BLX report is for the computation period of June 17, 2004 through December 9, 2016. The City has up to 60 days to make the yield reduction payment based on the computation period. The Final Rebate and Yield Restriction Analyses is provided with this staff report.

Respectfully Submitted,



EDGAR P. CISNEROS  
City Manager



Jan Mazyck  
Interim Director of Finance/City Treasurer

**ATTACHMENT(S)**

A. Final Rebate and Yield Restriction Analyses

## ATTACHMENT "A"



BLX Group LLC  
2711 N. Haskell Avenue  
Lockbox 35, Suite 2600 SW  
Dallas, TX 75204  
p. 214 989 2700 f. 214 989 2712

**\$55,875,000**  
**Huntington Park Public Financing Authority**

**Refunding Revenue Bonds**  
**2004 Series A**

**FINAL ARBITRAGE REBATE AND YIELD RESTRICTION ANALYSES**

For the Computation Period:  
June 17, 2004 - December 9, 2016

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Appendix A - Universal Cap Analysis

Appendix A1 - Plain Par Adjustment

Exhibit A - IRS Form 8038-T

December 8, 2016

Huntington Park Public Financing Authority  
Civic Center  
6550 Miles Avenue  
Huntington Park, California 90255

Re: \$55,875,000  
Huntington Park Public Financing Authority  
Refunding Revenue Bonds  
2004 Series A  
Final Rebate and Yield Restriction Analyses  
Computation Period: June 17, 2004 through December 9, 2016

Ladies and Gentlemen:

This report (the "Report"), which is being delivered to you pursuant to our engagement letter, consists of computations and the assumptions on which such computations are based with respect to the rebate and yield restriction liabilities of the Huntington Park Public Financing Authority (the "Issuer") in connection with the above-captioned issue (the "Bonds") for the above-referenced period (the "Final Computation Period").

The computations herein are based on an analysis of existing laws, regulations, and rulings. The Department of the Treasury ("Treasury") may publish additional regulations and supplement, amend, or interpret such laws, regulations, and rulings from time to time, with the result that the amount of rebate and yield restriction liabilities described in the Report may be subject to adjustment under such future pronouncements.

The scope of our engagement was limited to preparing the Report based on information supplied to us. In accordance with our engagement letter (which is incorporated herein by reference), our engagement did not include determination of whether securities allocable to proceeds of the Bonds were purchased at fair market value within the meaning of the Treasury Regulations, or an audit or review of the investments acquired with gross proceeds or the payment of debt service on the Bonds. With your permission, we have relied entirely on the information provided to us without independent verification, and we express no opinion as to the completeness, accuracy, or suitability of such information for purposes of calculating rebate and yield restriction liabilities with respect to the Bonds. We have undertaken no responsibility to audit or review the tax-exempt status of interest on the Bonds or any other aspect of the Bond program. We are under no obligation to consider any information obtained by us pursuant to this engagement for any purpose other than determining such rebate and yield restriction liabilities. Also, we have no obligation to update this Report because of any events occurring, changes in existing laws, regulations, or rulings or interpretations therein, or data or information received, subsequent to the date herein.

For the Final Computation Period June 17, 2004 through December 9, 2016:

Allowable Yield on Investments:	4.757155%
Rebate Payment Due:	<u>\$0.00</u>
Yield Reduction Payment Due:	<u>\$1,733,840.30</u>

As set forth on Schedule A hereof, the amount to be paid to the United States on or before February 7, 2017 (60 days after December 9, 2016, the final redemption date of the Bonds) is equal to \$1,733,840.30. This amount is equal to one hundred percent (100%) of the Yield Restriction Liability (reduced by any previous yield reduction payments made in connection with previous installment computation periods). This amount must be remitted with a completed IRS Form 8038-T, a partially completed form of which is attached hereto as Exhibit A.

In addition, as the Bonds have been redeemed in their entirety, no further calculations of rebate or yield restriction liability are necessary.

This Report is not to be used, circulated, quoted, referred to, or relied upon by any other person without our express written permission.

Very truly yours,



BLX Group LLC



December 8, 2016

Huntington Park Public Financing Authority  
Civic Center  
6550 Miles Avenue  
Huntington Park, California 90255

Orrick, Herrington & Sutcliffe LLP  
777 South Figueroa Street  
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Los Angeles, CA 90017-5855  
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orrick.com

Re: \$55,875,000  
Huntington Park Public Financing Authority  
Refunding Revenue Bonds  
2004 Series A  
Final Rebate and Yield Restriction Analyses  
Computation Period: June 17, 2004 through December 9, 2016

Ladies and Gentlemen:

This opinion is being delivered to you pursuant to our engagement to provide certain legal services and accompanies a report (the "Report") prepared on the date herein by BLX Group LLC ("BLX") consisting of computations and the assumptions on which such computations are based with respect to the rebate and yield restriction liabilities of the Huntington Park Public Financing Authority (the "Issuer") in connection with the above-captioned issue (the "Bonds") for the above-referenced period (the "Final Computation Period"). In particular, we note that our opinion is specifically subject to the notes and assumptions contained in the Report.

The opinion expressed herein is based on an analysis of existing laws, regulations, and rulings. The Department of the Treasury ("Treasury") may publish additional regulations and supplement, amend, or interpret such laws, regulations, and rulings from time to time, with the result that the amount of rebate and yield restriction liabilities described in the Report and in this opinion may be subject to adjustment under such future pronouncements.

The scope of our engagement was limited to preparing this opinion, based on information supplied to us by you, BLX, State Street Bank and Trust Company of California, N.A. (the "Trustee"), and U.S. Bank National Association (the "Successor Trustee"). In accordance with our engagement letter (which is incorporated herein by reference), our engagement did not include work performed by prior counsel, independent determination of which funds were subject to or exempt from rebate, determination of whether securities allocable to proceeds of the Bonds were purchased at fair market value within the meaning of the Treasury Regulations, or an audit or review of the investments acquired with gross proceeds or the payment of debt service on the Bonds. With your permission, we have relied entirely on information provided by you, BLX, the Trustee, and the Successor Trustee without independent verification, and we express no opinion as to the completeness, accuracy, or suitability of such information for purposes of calculating rebate and yield restriction liabilities with respect to the Bonds. We have undertaken no responsibility to audit or review the tax-exempt status of interest on the Bonds or any other aspect of the Bond program. No opinion is expressed on any matter other than rebate and yield restriction liabilities to the extent set forth below, and we are under no obligation to consider any information obtained by us pursuant to this engagement for any purpose other than determining such



rebate and yield restriction liabilities. Also, we have no obligation to update this opinion because of any events occurring, changes in existing laws, regulations, or rulings or interpretations therein, or data or information received, subsequent to the date herein.

Based on and subject to the foregoing, and subject to the notes and assumptions contained in the Report, in our opinion, the computations shown in the Report were performed in accordance with applicable federal law and regulations and reflect the following:

For the Final Computation Period June 17, 2004 through December 9, 2016:

Allowable Yield on Investments:	4.757155%
Rebate Payment Due:	<u>\$0.00</u>
Yield Reduction Payment Due:	<u>\$1,733,840.30</u>

This opinion is not to be used, circulated, quoted, referred to, or relied upon by any other person without our express written permission.

Very truly yours,

A handwritten signature in cursive script that reads "Orrick, Herrington &amp; Sutcliffe LLP".

ORRICK, HERRINGTON & SUTCLIFFE LLP



**NOTES AND ASSUMPTIONS**

1. The Dated Date of the Bonds is June 17, 2004.
2. The Issue Date of the Bonds is June 17, 2004.
3. The Final Computation Period is June 17, 2004 to December 9, 2016.
4. Consistent with Section 1.4 of the Tax Certificate, the Bonds constitute one issue for federal taxation purposes and are not treated as part of any other issue of governmental obligations.
5. As set forth in Section 1.1 of the Tax Certificate, the end of the first Bond Year with respect to the Bonds is September 1, 2004. Subsequent Bond Years end on each successive September 1 until no Bonds remain outstanding. The Issuer has selected September 1, 2004, as the first installment computation date.
6. Computations of yield are based on a 360-day year and semiannual compounding.
7. For debt service, yield, and investment cash flow purposes, all payments and receipts with respect to the Bonds and proceeds therein are accurately set forth in the schedules contained herein. We are not aware of any hedging arrangement (such as an interest rate swap) that would affect the yield on the Bonds. For purposes of determining yield on the Bonds, the issue price is based on the offering yields of the Bonds as set forth in the Official Statement.

Pursuant to Treasury Regulations Section 1.148-4(b)(3), for purposes of determining the yield on the Bonds we have treated the Serial Bonds maturing September 1, 2017 through September 1, 2019 as being redeemed on September 1, 2016 at 100% (the optional redemption date that produces the lowest yield on the Issue). See Schedule D herein.

Based upon conversations with the Issuer, equity of the Issuer was used to redeem the Bonds in their entirety on December 9, 2016.

8. The purchase price of each investment is at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses and is representative of an arm's length transaction which did not reduce the rebate or yield restriction amounts required to be paid to the United States.
9. The Bonds are not "refunded" bonds. The Bonds are "refunding" bonds, the proceeds of which were used to currently refund the Issuer's Local Agency Parity Revenue Bonds, 1994 Series A and Local Agency Subordinated Revenue Bonds, 1994 Series C (collectively, the "Prior Bonds"), and, therefore, give rise to transferred proceeds from the Prior Bonds pursuant to Treasury Regulations Section 1.148-9(b). Accordingly, proceeds of the Prior Bonds cease to be treated as proceeds of the Prior Bonds and instead are treated as proceeds of the Bonds as proceeds of the

Bonds are used to discharge principal of the Prior Bonds. All such transfers occurred on September 1, 2004.

10. The only funds and accounts established relating to the Bonds are as follows:

- Reserve Fund
- Escrow Fund
- Costs of Issuance Fund
- Revenue Fund
  - Interest Account
  - Principal Account
  - Sinking Account
- Insurance and Condemnation Fund
- Rebate Fund

In addition, we have established the 1994AC Aggregate Escrow Account and 1990 Escrow Fund in order to track transferred proceeds of the Bonds invested therein.

11. The Principal and Interest Accounts of the Revenue Fund collectively constitute a bona fide debt service fund and are not taken into account in determining Cumulative Rebate and Yield Restriction Liabilities pursuant to Section 148(f)(4)(A) of the Internal Revenue Code.
12. Through the Final Computation Period, the Rebate, Reserve, Insurance and Condemnation Funds did not contain gross proceeds of the Bonds. In addition, the reserve requirement was fulfilled with the purchase of a surety bond.
13. Consistent with Section 2.12 of the Tax Certificate, we have treated the fees paid for the bond insurance and surety bond as payments for a "qualified guarantee" within the meaning of Treasury Regulations Section 1.148-4(f). See Schedule E herein.
14. We call to the Issuer's attention that transferred proceeds of the Bonds in the 1990 Escrow Fund and 1994 Aggregate Escrow Account invested after the transferred proceeds date, may not be invested at a yield that is materially higher than the yield on the Bonds. As such amounts have been invested at a yield above the yield on the Bonds after the transferred proceeds date, a yield reduction payment to the United States is required to be made pursuant to Treasury Regulations Section 1.148-5(c). See Schedule A herein. In addition, consistent with Treasury Regulations Section 1.148-2(g), we have reduced the yield restricted amounts by the Minor Portion. See Schedule I6 herein.
15. The yield reduction payment in the amount of \$2,460,543.01 paid on November 12, 2009, with respect to the second installment computation date, the yield reduction payment in the amount of \$819,665.54 paid on October 29, 2014, with respect to the third installment computation date, and the applicable computation date credits were taken into account in determining the Cumulative Rebate Liability with respect to the Bonds. See Schedule A herein. Pursuant to Proposed Treasury Regulations, dated September 26, 2007, for any Bond Year ending on or after September 26, 2007, a computation date credit in the amount of \$1,400 or higher (as adjusted in

the future for inflation as described in said Regulations) is applicable. We have assumed the Issuer has elected to apply this provision of the Proposed Regulations to the Bonds.

16. We have endeavored to distinguish between proceeds of the Bonds subject to the rebate and yield restriction requirement and other monies which have been commingled in the Escrow Fund, 1994AC Aggregate Escrow Account, and 1990 Escrow Fund. These "uncomminglings" were based on a pro-rata allocation of proceeds to investments.
17. We have determined that amounts invested in the 1994AC Aggregate Escrow Account and 1990 Escrow Fund exceed the value of the outstanding Bonds on September 1, 2016, and, therefore, portions of this account and this fund have been re-allocated under a ratable method as allowed under Section 1.148-6(b)(2)(iv)(C). Therefore, the provisions of the Treasury Regulations relating to the "Universal Cap" rule were taken into account in determining yield limitations applicable to investments allocated to gross proceeds of the Bonds. See Appendix A hereof.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

**Schedule A - Summary of Rebate and Yield Restriction Analyses**

Issue Date: June 17, 2004  
 Computation Date: December 9, 2016  
 Client Matter Number: 41612-10574

Fund Reference Number	Fund Description	Current Fund Status	Computation Date Valuation	Gross Earnings	Internal Rate of Return	Excess Earnings
1	Escrow Fund	Inactive	\$0.00	\$106,571.17	0.953516%	(\$751,755.77)
2	1994AC Aggregate Escrow Account	Inactive	\$0.00	\$13,498,773.95	7.162407%	\$5,823,513.17
3	Costs of Issuance Fund	Inactive	\$0.00	\$80.02	0.778837%	(\$721.60)
4	1990 Escrow Fund	Inactive	\$0.00	\$781,396.23	7.333801%	\$352,349.28
<b>Totals:</b>			<b>\$0.00</b>	<b>\$14,386,821.37</b>		<b>\$5,423,385.08</b>

<b>Summary - Rebate</b>				
Arbitrage Yield: <sup>1</sup>				4.757155%
Return on Investments:				6.673260%
Excess %:				1.916104%
Actual Gross Earnings:				14,386,821.37
Allowable Gross Earnings:				8,963,436.29
<b>Excess Earnings:</b>				<b>\$5,423,385.08</b>
FV of Computation Date Credit:	09/01/05	(\$1,000.00)		(\$1,698.86)
FV of Computation Date Credit:	09/01/06	(\$1,000.00)		(\$1,620.84)
FV of Computation Date Credit:	09/01/07	(\$1,000.00)		(\$1,546.40)
FV of Computation Date Credit:	09/01/08	(\$1,430.00)		(\$2,109.79)
FV of Computation Date Credit:	09/01/09	(\$1,490.00)		(\$2,097.35)
FV of Computation Date Credit:	09/01/10	(\$1,490.00)		(\$2,001.03)
FV of Computation Date Credit:	09/01/11	(\$1,520.00)		(\$1,947.57)
FV of Computation Date Credit:	09/01/12	(\$1,550.00)		(\$1,894.80)
FV of Computation Date Credit:	09/01/13	(\$1,590.00)		(\$1,854.43)
FV of Computation Date Credit:	09/01/14	(\$1,620.00)		(\$1,802.64)
FV of Computation Date Credit:	09/01/15	(\$1,650.00)		(\$1,751.70)
FV of Computation Date Credit:	09/01/16	(\$1,650.00)		(\$1,671.25)
Computation Date Credit:	12/09/16	(\$1,650.00)		(\$1,650.00)
Final Computation Date Credit:	12/09/16	(\$1,650.00)		(\$1,650.00)
<b>Cumulative Rebate Liability:</b>				<b>\$5,398,088.40</b>
FV of Yield Reduction Payment:	09/01/09	(\$2,460,543.01)		(\$3,463,510.61)
FV of Yield Reduction Payment:	09/01/14	(\$819,665.54)		(\$912,076.62)
Less Yield Restriction Liability:	12/09/16	(\$1,733,840.30)		(\$1,733,840.30)
<b>Adjusted Cumulative Rebate Liability:</b>				<b>(\$711,339.13)</b>
<b>Rebate Payment Due:</b>				<b>\$0.00</b>

Fund Reference Number	Fund Description	Current Fund Status	Computation Date Valuation	Gross Earnings	Internal Rate of Return	Yield Restriction Liability
2	1994 Aggregate Escrow Account	Inactive	\$0.00	\$13,498,773.95	7.162407%	\$5,821,411.39
4	1990 Escrow Fund	Inactive	\$0.00	\$781,396.23	7.333801%	\$288,282.42
<b>Totals:</b>			<b>\$0.00</b>	<b>\$14,280,170.17</b>		<b>\$6,109,693.81</b>

<b>Summary - Yield Restriction<sup>2</sup></b>				
Allowable Yield: <sup>3</sup>				4.758155%
Actual Gross Earnings:				14,280,170.17
Allowable Gross Earnings:				8,170,476.37
<b>Yield Restriction Liability:</b>				<b>\$6,109,693.81</b>
Less FV of Yield Reduction Payment:	09/01/09	(\$2,460,543.01)		(\$3,463,756.64)
Less FV of Yield Reduction Payment:	09/01/14	(\$819,665.54)		(\$912,096.87)
<b>Adjusted Yield Restriction Liability:</b>				<b>\$1,733,840.30</b>
<b>Yield Reduction Payment Due:</b>				<b>\$1,733,840.30</b>

<sup>1</sup> See Notes and Assumptions #7.

<sup>2</sup> See Notes and Assumptions #14.

<sup>3</sup> Pursuant to Treasury Regulations Section 1.148-2(d), the Bond Yield is adjusted upwards by .00001 for purposes of determining Yield Restriction Liability.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

**Schedule B - Sources & Uses of Funds**

<i>Sources of Funds</i>	<b>Bond Proceeds</b>	<b>Prior Bond Proceeds</b>	<b>Other Sources</b>	<b>Total</b>
Par Amount	55,875,000.00			
+ Original Issue Premium	<u>1,483,309.00</u>			
Net Production	57,358,309.00			57,358,309.00
Series 1994 Reserve Fund		2,028,994.00		2,028,994.00
Series 1994 Debt Service			3,217,518.75	3,217,518.75
<b>Total Sources:</b>	<b><u>57,358,309.00</u></b>	<b><u>2,028,994.00</u></b>	<b><u>3,217,518.75</u></b>	<b><u>62,604,821.75</u></b>
 <i>Uses of Funds</i>				
Escrow Fund	54,449,166.02	2,028,994.00	3,217,518.75	59,695,678.77
Interest Account <sup>1</sup>	527,081.70			527,081.70
Costs of Issuance Fund	312,411.96			312,411.96
Insurance Premium	1,096,280.26			1,096,280.26
Reserve Surety	135,244.06			135,244.06
Underwriter's Discount	<u>838,125.00</u>			<u>838,125.00</u>
<b>Total Uses:</b>	<b><u>57,358,309.00</u></b>	<b><u>2,028,994.00</u></b>	<b><u>3,217,518.75</u></b>	<b><u>62,604,821.75</u></b>

<sup>1</sup> Spent within first Bond Year.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

**Schedule C - Annual Debt Service & Production**

Period Ending	Coupon	Par Amount	Yield	Price	Interest	Debt Service	Production
09/01/04					527,081.70	527,081.70	
09/01/05	3.000%	2,145,000	1.700%	101.543	2,564,181.25	4,709,181.25	2,178,097.35
09/01/06	3.500%	2,075,000	2.300%	102.563	2,499,831.25	4,574,831.25	2,128,182.25
09/01/07	3.000%	2,000,000	2.800%	100.606	2,427,206.25	4,427,206.25	2,012,120.00
09/01/08	3.000%	1,915,000	3.150%	99.410	2,367,206.25	4,282,206.25	1,903,701.50
09/01/09	5.000%	1,835,000	3.450%	107.322	2,309,756.25	4,144,756.25	1,969,358.70
09/01/10	3.750%	3,190,000	3.750%	100.000	2,218,006.25	5,408,006.25	3,190,000.00
09/01/11	5.000%	3,310,000	3.900%	106.846	2,098,381.25	5,408,381.25	3,536,602.60
09/01/12	4.000%	3,475,000	4.100%	99.304	1,932,881.25	5,407,881.25	3,450,814.00
09/01/13	4.125%	3,615,000	4.250%	99.050	1,793,881.25	5,408,881.25	3,580,657.50
09/01/14	5.000%	3,765,000	4.360%	105.220	1,644,762.50	5,409,762.50	3,961,533.00
09/01/15	5.000%	3,950,000	4.500%	104.356	1,456,512.50	5,406,512.50	4,122,062.00
09/01/16	5.000%	4,150,000	4.590%	103.792	1,259,012.50	5,409,012.50	4,307,368.00
09/01/17	5.250%	4,355,000	4.620%	105.820 <sup>†</sup>	1,051,512.50	5,406,512.50	4,608,461.00
09/01/18	5.250%	4,585,000	4.700%	105.057 <sup>†</sup>	822,875.00	5,407,875.00	4,816,863.45
09/01/19	5.250%	2,665,000	4.780%	104.300 <sup>†</sup>	582,162.50	3,247,162.50	2,779,595.00
09/01/20	5.000%	2,805,000	5.032%	99.637	442,250.00	3,247,250.00	2,794,817.85
09/01/21	5.000%	2,945,000	5.031%	99.637	302,000.00	3,247,000.00	2,934,309.65
09/01/22	5.000%	3,095,000	5.030%	99.637	154,750.00	3,249,750.00	3,083,765.15
		<b><u>55,875,000</u></b>			<b><u>28,454,250.45</u></b>	<b><u>84,329,250.45</u></b>	<b><u>57,358,309.00</u></b>

<sup>†</sup> Priced to optional redemption date of September 1, 2016.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

**Schedule D - Adjusted Semi-Annual Debt Service**

Date	Coupon	Principal Amount	Accelerated Principal <sup>1</sup>	Interest	Debt Service
09/01/04				527,081.70	527,081.70
03/01/05				1,282,090.63	1,282,090.63
09/01/05	3.000%	2,145,000		1,282,090.63	3,427,090.63
03/01/06				1,249,915.63	1,249,915.63
09/01/06	3.500%	2,075,000		1,249,915.63	3,324,915.63
03/01/07				1,213,603.13	1,213,603.13
09/01/07	3.000%	2,000,000		1,213,603.13	3,213,603.13
03/01/08				1,183,603.13	1,183,603.13
09/01/08	3.000%	1,915,000		1,183,603.13	3,098,603.13
03/01/09				1,154,878.13	1,154,878.13
09/01/09	5.000%	1,835,000		1,154,878.13	2,989,878.13
03/01/10				1,109,003.13	1,109,003.13
09/01/10	3.750%	3,190,000		1,109,003.13	4,299,003.13
03/01/11				1,049,190.63	1,049,190.63
09/01/11	5.000%	3,310,000		1,049,190.63	4,359,190.63
03/01/12				966,440.63	966,440.63
09/01/12	4.000%	3,475,000		966,440.63	4,441,440.63
03/01/13				896,940.63	896,940.63
09/01/13	4.125%	3,615,000		896,940.63	4,511,940.63
03/01/14				822,381.25	822,381.25
09/01/14	5.000%	3,765,000		822,381.25	4,587,381.25
03/01/15				728,256.25	728,256.25
09/01/15	5.000%	3,950,000		728,256.25	4,678,256.25
03/01/16				629,506.25	629,506.25
09/01/16	5.000%	4,150,000	11,605,000	629,506.25	16,384,506.25
03/01/17				221,125.00	221,125.00
09/01/17	5.250%			221,125.00	221,125.00
03/01/18				221,125.00	221,125.00
09/01/18	5.250%			221,125.00	221,125.00
03/01/19				221,125.00	221,125.00
09/01/19	5.250%			221,125.00	221,125.00
03/01/20				221,125.00	221,125.00
09/01/20	5.000%	2,805,000		221,125.00	3,026,125.00
03/01/21				151,000.00	151,000.00
09/01/21	5.000%	2,945,000		151,000.00	3,096,000.00
03/01/22				77,375.00	77,375.00
09/01/22	5.000%	3,095,000		77,375.00	3,172,375.00
		<b>44,270,000</b>	<b>11,605,000</b>	<b>27,324,450.45</b>	<b>83,199,450.45</b>

<sup>1</sup> See Notes and Assumptions #7.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

**Schedule E - Arbitrage Yield Calculation**

Date	Total Issue Payments	Discount Factor @ 4.757155%	Present Value as of 06/17/04
09/01/04	527,081.70	0.99038243	522,012.46
03/01/05	1,282,090.63	0.96737272	1,240,259.50
09/01/05	3,427,090.63	0.94489760	3,238,249.71
03/01/06	1,249,915.63	0.92294465	1,153,602.93
09/01/06	3,324,915.63	0.90150173	2,997,417.18
03/01/07	1,213,603.13	0.88055700	1,068,646.72
09/01/07	3,213,603.13	0.86009888	2,764,016.44
03/01/08	1,183,603.13	0.84011607	994,364.00
09/01/08	3,098,603.13	0.82059752	2,542,706.03
03/01/09	1,154,878.13	0.80153245	925,672.29
09/01/09	2,989,878.13	0.78291032	2,340,806.43
03/01/10	1,109,003.13	0.76472084	848,077.80
09/01/10	4,299,003.13	0.74695396	3,211,157.40
03/01/11	1,049,190.63	0.72959986	765,489.33
09/01/11	4,359,190.63	0.71264895	3,106,572.63
03/01/12	966,440.63	0.69609187	672,731.46
09/01/12	4,441,440.63	0.67991945	3,019,821.89
03/01/13	896,940.63	0.66412278	595,678.70
09/01/13	4,511,940.63	0.64869311	2,926,864.80
03/01/14	822,381.25	0.63362192	521,078.79
09/01/14	4,587,381.25	0.61890088	2,839,134.31
03/01/15	728,256.25	0.60452186	440,246.82
09/01/15	4,678,256.25	0.59047691	2,762,402.30
03/01/16	629,506.25	0.57675827	363,072.93
09/01/16	16,384,506.25	0.56335835	9,230,348.44
03/01/17	221,125.00	0.55026976	121,678.40
09/01/17	221,125.00	0.53748525	118,851.43
03/01/18	221,125.00	0.52499778	116,090.13
09/01/18	221,125.00	0.51280042	113,392.99
03/01/19	221,125.00	0.50088645	110,758.52
09/01/19	221,125.00	0.48924927	108,185.25
03/01/20	221,125.00	0.47788247	105,671.76
09/01/20	3,026,125.00	0.46677975	1,412,533.87
03/01/21	151,000.00	0.45593498	68,846.18
09/01/21	3,096,000.00	0.44534217	1,378,779.37
03/01/22	77,375.00	0.43499547	33,657.77
09/01/22	3,172,375.00	0.42488915	1,347,907.72
<b>83,199,450.45</b>			<b>56,126,784.68</b>

Issue Price Calculation	
+ Par Amount of Issue	55,875,000.00
+ Accrued Interest	0.00
+/- Original Issue Prem/(Disc)	1,483,309.00
<b>Issue Price:</b>	<b>57,358,309.00</b>
- Qualified Guarantee	(1,231,524.32)
<b>Adjusted Issue Price:</b>	<b>56,126,784.68</b>
Present Value Result:	56,126,784.68
Variance:	0.00
<b>Arbitrage Yield:</b>	<b>4.757155%</b>



<b>Schedule F1 - Escrow Fund</b> <i>Remaining Balance Analysis</i>	<b>Fund 1</b>
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Summary - Fund 1	
Gross Earnings:	\$106,571.17
Internal Rate of Return:	0.963518%
Excess Earnings:	(\$751,755.77)

Security Type	Par Amount	Coupon	Maturity Date	Settlement Date	Settlement Price	Yield	Accreted Price	Accrued Interest	Computation Date Value
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.00
Value as of December 9, 2016:									<u>0.00</u>

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

<b>Schedule F2 - Escrow Fund</b>	<b>Fund 1</b>
<b>Net Nonpurpose Investments Cash Flow</b>	

Date	Description	Net Nonpurpose Investments Cash Flow	Muni-Days/ Computation Date	Rebate Calculations		IRR Calculations	
				FV Factor @ 4.757155%	FV As Of 12/09/16	FV Factor @ 0.953516%	FV As Of 12/09/16
06/17/04	Deposit - Equity Proceeds	(3,217,518.75)	4,492	1.79793317	(5,784,883.70)	1.12602626	(3,623,010.59)
06/17/04	Deposit - Bond Proceeds	(54,449,166.02)	4,492	1.79793317	(97,895,961.91)	1.12602626	(61,311,190.54)
06/17/04	Deposit - 94 Reserve Fund	(2,028,994.00)	4,492	1.79793317	(3,647,995.62)	1.12602626	(2,284,700.52)
09/01/04	W/D	16,616,500.00	4,418	1.78064143	29,588,028.40	1.12382663	18,674,065.28
09/01/04	W/D	16,623,400.00	4,418	1.78064143	29,600,314.82	1.12382663	18,681,819.68
09/01/04	W/D	24,469,800.00	4,418	1.78064143	43,571,939.78	1.12382663	27,499,812.99
09/01/04	W/D	911,620.00	4,418	1.78064143	1,623,268.34	1.12382663	1,024,502.84
09/01/04	W/D	674,007.50	4,418	1.78064143	1,200,165.68	1.12382663	757,467.58
09/01/04	W/D	517,191.25	4,418	1.78064143	920,932.17	1.12382663	581,233.30
09/01/04	Deposit	(0.02)	4,418	1.78064143	(0.04)	1.12382663	(0.02)
12/09/16	Balance	0.00	0	1.00000000	0.00	1.00000000	0.00
<b>Earnings:</b>		<b>116,839.96</b>		<b>Excess Earnings:</b>	<b>(824,192.07)</b>		<b>(0.00)</b>
<b>Allocable %:</b>		<b>91.211%<sup>1</sup></b>		<b>Allocable %:</b>	<b>91.211%<sup>1</sup></b>		<b>91.211%</b>
<b>Adj. Earnings:</b>		<b><u>106,571.17</u></b>		<b>Adj. Excess Earnings:</b>	<b><u>(751,755.77)</u></b>		<b><u>(0.00)</u></b>

<sup>1</sup> See Schedule F3 - Commingled Fund Adjustment Analysis.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

<b>Schedule F3 - Escrow Fund</b> <b>Commingled Fund Adjustment Analysis</b>					<b>Fund 1</b>
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Date	Description	1994 Bond Proceeds	Bond Proceeds	Equity Proceeds	Total
06/17/04	Deposit	2,028,994.00	54,449,166.02	3,217,518.75	59,695,678.77
	% Allocable	3.399%	91.211%	5.390%	100.000%

**Schedule G1 - 1994AC Aggregate Escrow Account**

**Fund 2**

**Remaining Balance Analyses**

<b>Summary - Fund 2</b>	
Gross Earnings:	\$13,498,773.95
Internal Rate of Return:	7.162407%
Excess Earnings:	\$5,823,513.17

Security Type	Par Amount	Coupon	Maturity Date	Settlement Date	Settlement Price	Yield	Accreted Price	Accrued Interest	Value <sup>1</sup>
Escrowed Securities	11,998,787.31	N/A	01/01/19	05/31/94	100.000	7.162%	100.000	0.00	11,998,787.31

Value as of September 1, 2004:

11,998,787.31

Allocable %: 82.446%

Uni-Cap %: 100.000%

Allocable Value as of September 1, 2004: 9,892,555.14

Security Type	Par Amount	Coupon	Maturity Date	Settlement Date	Settlement Price	Yield	Accreted Price	Accrued Interest	Value <sup>1</sup>
Escrowed Securities	27,917,736.41	N/A	01/01/19	05/31/94	100.000	7.162%	100.000	0.00	27,917,736.41

Value as of September 1, 2016:

27,917,736.41

Allocable %: 82.446%

Uni-Cap %: 100.000%

Allocable Value as of September 1, 2016: 23,017,138.29

Security Type	Par Amount	Coupon	Maturity Date	Settlement Date	Settlement Price	Yield	Accreted Price	Accrued Interest	Computation Date Value <sup>1</sup>
Escrowed Securities	28,457,702.30	N/A	01/01/19	05/31/94	100.000	7.162%	100.000	0.00	28,457,702.30

Value as of December 9, 2016:

28,457,702.30

Allocable %: 82.446%

Uni-Cap %: <sup>2</sup> 84.053%

Allocable Value as of December 9, 2016: 19,720,894.44

<sup>1</sup> See Schedule G4 - Escrow Valuations.

<sup>2</sup> See Appendix A - Universal Cap Analysis.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

<b>Schedule G2 - 1994AC Aggregate Escrow Account</b>	<b>Fund 2</b>
<b>Net Nonpurpose Investments Cash Flow</b>	

Date	Description	Net Nonpurpose Investments Cash Flow <sup>1</sup>	Muni-Days/ Computation Date	Rebate Calculations		IRR Calculations	
				FV Factor @ 4.757155%	FV As Of 12/09/16	FV Factor @ 7.162407%	FV As Of 12/09/16
09/01/04	Balance <sup>2</sup>	(11,998,787.31)	4,418	1.78064143	(21,365,537.85)	2.37171487	(28,457,702.30)
09/01/16	Balance <sup>2</sup>	27,917,736.41	98	1.01288067	28,277,335.56	1.01934132	28,457,702.30
	Earnings:	15,918,949.10		Excess Earnings:	6,911,797.71		0.00
	Allocable %:	82.446%		Allocable %:	82.446%		82.446%
	Uni-Cap %:	100.000%		Uni-Cap %:	100.000%		100.000%
	Adj. Earnings:	13,124,583.15		Adj. Excess Earnings:	5,698,520.87		0.00
09/01/16	Balance <sup>2</sup>	(27,917,736.41)	98	1.01288067	(28,277,335.56)	1.01934132	(28,457,702.30)
12/09/16	Balance <sup>2</sup>	28,457,702.30	0	1.00000000	28,457,702.30	1.00000000	28,457,702.30
	Earnings:	539,965.89		Excess Earnings:	180,366.74		0.00
	Allocable %:	82.446%		Allocable %:	82.446%		82.446%
	Uni-Cap %:	84.053% <sup>3</sup>		Uni-Cap %:	84.053% <sup>3</sup>		84.053%
	Adj. Earnings:	374,190.80		Adj. Excess Earnings:	124,992.29		0.00
	Total Adj. Earnings:	<u>13,498,773.95</u>		Total Adj. Excess Earnings:	<u>5,823,513.17</u>		<u>0.00</u>

<sup>1</sup> See Schedule G4 - Escrow Valuations.

<sup>2</sup> See Schedule G1 - Remaining Balance Analyses.

<sup>3</sup> See Appendix A - Universal Cap Analysis.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

<b>Schedule G3 - 1994AC Aggregate Escrow Account</b>	<b>Fund 2</b>
<b>Yield Restriction Analysis</b>	

Date	Description	Net Nonpurpose Investments Cash Flow <sup>1</sup>	Muni-Days/ Computation Date	Yield Restriction Calculations		IRR Calculations	
				FV Factor @ 4.758155%	FV As Of 12/09/16	FV Factor @ 7.162407%	FV As Of 12/09/16
09/01/04	Balance <sup>2</sup>	(11,998,787.31)	4,418	1.78085489	(21,368,099.11)	2.37171487	(28,457,702.30)
09/01/16	Balance <sup>2</sup>	27,917,736.41	98	1.01288336	28,277,410.75	1.01934132	28,457,702.30
	<b>Earnings:</b>	<b>15,918,949.10</b>		<b>Yield Restriction Liability:</b>	<b>6,909,311.64</b>		<b>0.00</b>
	<b>% Allocable:</b>	<b>82.446%</b>		<b>% Allocable:</b>	<b>82.446%</b>		<b>82.446%</b>
	<b>Uni-Cap %:</b>	<b>100.000%</b>		<b>Uni-Cap %:</b>	<b>100.000%</b>		<b>100.000%</b>
	<b>Adj. Earnings:</b>	<b>13,124,583.15</b>		<b>Adj. Yield Restriction Liability:</b>	<b>5,696,471.20</b>		<b>0.00</b>
09/01/16	Balance <sup>2</sup>	(27,917,736.41)	98	1.01288336	(28,277,410.75)	1.01934132	(28,457,702.30)
12/09/16	Balance <sup>2</sup>	28,457,702.30	0	1.00000000	28,457,702.30	1.00000000	28,457,702.30
	<b>Earnings:</b>	<b>539,965.89</b>		<b>Yield Restriction Liability:</b>	<b>180,291.55</b>		<b>0.00</b>
	<b>% Allocable:</b>	<b>82.446%</b>		<b>% Allocable:</b>	<b>82.446%</b>		<b>82.446%</b>
	<b>Uni-Cap %:</b>	<b>84.053% <sup>3</sup></b>		<b>Uni-Cap %:</b>	<b>84.053% <sup>3</sup></b>		<b>84.053%</b>
	<b>Adj. Earnings:</b>	<b>374,190.80</b>		<b>Adj. Yield Restriction Liability:</b>	<b>124,940.19</b>		<b>0.00</b>
	<b>Total Adj. Earnings:</b>	<b><u>13,498,773.95</u></b>		<b>Total Adj. Yield Restriction Liability:</b>	<b><u>5,821,411.39</u></b>		<b><u>0.00</u></b>

<sup>1</sup> See Schedule G4 - Escrow Valuations.

<sup>2</sup> See Schedule G1 - Remaining Balance Analyses.

<sup>3</sup> See Appendix A - Universal Cap Analysis.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

**Schedule G4 - 1994AC Aggregate Escrow Account**

**Fund 2**

**Escrow Valuations**

Issue Date of Prior Bonds:	05/19/94
Computation Date:	12/09/16
Arbitrage Yield:	4.757155%
Escrow Yield:	7.162407%
Escrow Purchase Price:	41,989,201.07
Value of Escrow on December 9, 2016:	28,457,702.30

Date	Escrow Receipt <sup>1</sup>	Value as of Issue Date 05/19/94	Value as of Delivery Date 06/17/04	Value as of Transferred Proceeds Date 09/01/04	Value as of 09/01/16	Value as of Computation Date 12/09/16
05/31/94	415,855.67	414,881.34				
06/30/94	62,098.35	61,602.65				
07/07/94	179,735.64	178,057.09				
07/21/94	107,814.33	106,515.56				
09/30/94	222,016.67	216,403.58				
10/31/94	170,407.50	165,095.73				
11/01/94	3,418.15	3,311.60				
11/30/94	97,465.20	93,893.34				
12/01/94	45,687.69	44,004.75				
12/31/94	62,098.35	59,461.18				
03/31/95	344,416.58	324,038.84				
04/30/95	195,748.68	183,125.97				
05/01/95	3,418.15	3,197.11				
05/31/95	97,465.20	90,629.37				
06/01/95	45,687.69	42,483.33				
06/30/95	62,098.35	57,416.60				
09/30/95	219,645.17	199,543.97				
10/31/95	6,107,185.84	5,514,756.93				
11/01/95	3,418.15	3,086.57				
11/30/95	453,836.79	407,495.68				
12/01/95	45,687.69	41,014.52				
12/31/95	62,098.35	55,420.65				
03/31/96	5,862,633.47	5,140,955.63				
04/30/96	54,742.05	47,732.07				
05/01/96	3,418.15	2,979.86				
05/31/96	408,852.10	354,342.87				
06/01/96	45,687.69	39,596.49				
06/30/96	188,421.00	162,377.12				
09/30/96	979.38	829.29				
10/31/96	65,098.36	54,789.00				
11/01/96	3,418.15	2,876.83				
11/30/96	677,584.05	567,054.21				
12/01/96	45,687.69	38,227.48				
12/31/96	432,310.50	359,604.79				
03/31/97	29,470.32	24,086.52				
04/30/97	55,947.26	45,468.03				
05/01/97	3,418.15	2,777.37				
05/31/97	394,018.33	318,281.93				
06/01/97	45,687.69	36,905.81				
06/30/97	432,863.44	347,683.86				
10/31/97	62,702.81	49,186.78				
11/01/97	3,418.15	2,681.34				
11/30/97	697,062.34	543,714.76				
12/01/97	45,687.69	35,629.83				
12/31/97	431,637.14	334,646.73				
04/30/98	54,101.66	40,980.38				
05/01/98	3,418.15	2,588.64				
05/31/98	389,442.86	293,209.07				
06/01/98	45,687.69	34,397.97				

<sup>1</sup> As set forth in Schedule III.AF2 of the Verification Report prepared by Deloitte & Touche LLP, dated July 7, 1994.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

**Schedule G4 - 1994AC Aggregate Escrow Account**

**Fund 2**

**Escrow Valuations**

Issue Date of Prior Bonds:	05/19/94
Computation Date:	12/09/16
Arbitrage Yield:	4.757155%
Escrow Yield:	7.162407%
Escrow Purchase Price:	41,989,201.07
Value of Escrow on December 9, 2016:	28,457,702.30

Date	Escrow Receipt <sup>1</sup>	Value as of Issue Date 05/19/94	Value as of Delivery Date 06/17/04	Value as of Transferred Proceeds Date 09/01/04	Value as of 09/01/16	Value as of Computation Date 12/09/16
06/30/98	432,656.16	323,902.73				
10/31/98	63,051.65	46,099.48				
11/01/98	3,418.15	2,499.14				
11/30/98	707,210.26	514,145.63				
12/01/98	45,687.69	33,208.70				
12/31/98	432,306.45	312,390.34				
04/30/99	53,262.52	37,603.23				
05/01/99	3,418.15	2,412.74				
05/15/99						
06/01/99	423,622.37	297,269.69				
07/01/99	432,622.00	301,809.93				
10/15/99						
11/01/99	67,087.33	45,717.04				
11/15/99						
12/01/99	762,174.45	516,351.19				
01/01/00	11,454,755.99	7,714,891.37				
04/15/00						
05/01/00	56,347.22	37,070.56				
06/01/00	411,301.92	269,011.34				
08/15/00						
11/01/00	67,851.82	43,096.03				
12/01/00	774,524.26	489,062.00				
02/15/01						
05/01/01	1,624,261.09	995,979.98				
06/01/01	11,546,008.02	7,038,494.85				
11/15/18						
01/01/19	32,899,652.57	5,819,144.07	11,826,471.41	11,998,787.31	27,917,736.41	28,457,702.30
	<b>81,751,920.53</b>	<b>41,989,201.07</b>	<b>11,826,471.41</b>	<b>11,998,787.31</b>	<b>27,917,736.41</b>	<b>28,457,702.30</b>

<sup>1</sup> As set forth in Schedule III.AF2 of the Verification Report prepared by Deloitte & Touche LLP, dated July 7, 1994.



<b>Schedule H1 - Costs of Issuance Fund</b> <i>Remaining Balance Analysis</i>	<b>Fund 3</b>
--	---------------

Summary - Fund 3	
Gross Earnings:	\$80.02
Internal Rate of Return:	0.778837%
Excess Earnings:	(\$721.60)

Security Type	Par Amount	Coupon	Maturity Date	Settlement Date	Settlement Price	Yield	Accreted Price	Accrued Interest	Computation Date Value
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.00
Value as of December 9, 2016:									<b>0.00</b>

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

<b>Schedule H2 - Costs of Issuance Fund</b> <b>Net Nonpurpose Investments Cash Flow</b>	<b>Fund 3</b>
--	---------------

Date	Description	Net Nonpurpose Investments Cash Flow	Muni-Days/ Computation Date	Rebate Calculations		IRR Calculations	
				FV Factor @ 4.757155%	FV As Of 12/09/16	FV Factor @ 0.778837%	FV As Of 12/09/16
06/17/04	Deposit	(312,411.28)	4,492	1.79793317	(561,694.60)	1.10185250	(344,231.15)
06/17/04	Deposit	(150,000.00)	4,492	1.79793317	(269,689.98)	1.10185250	(165,277.87)
06/17/04	W/D	308.00	4,492	1.79793317	553.76	1.10185250	339.37
06/17/04	W/D	15,002.97	4,492	1.79793317	26,974.34	1.10185250	16,531.06
06/17/04	W/D	128,500.00	4,492	1.79793317	231,034.41	1.10185250	141,588.05
06/17/04	W/D	128,500.00	4,492	1.79793317	231,034.41	1.10185250	141,588.05
06/17/04	W/D	56,000.00	4,492	1.79793317	100,684.26	1.10185250	61,703.74
06/17/04	W/D	3,500.00	4,492	1.79793317	6,292.77	1.10185250	3,856.48
06/17/04	W/D	23,000.00	4,492	1.79793317	41,352.46	1.10185250	25,342.61
06/17/04	Deposit	(0.68)	4,492	1.79793317	(1.22)	1.10185250	(0.75)
06/18/04	W/D	30,000.00	4,491	1.79769839	53,930.95	1.10182871	33,054.86
06/21/04	W/D	11,080.29	4,488	1.79699421	19,911.22	1.10175734	12,207.79
06/22/04	W/D	5,000.00	4,487	1.79675954	8,983.80	1.10173355	5,508.67
06/29/04	W/D	11,500.00	4,480	1.79511774	20,643.85	1.10156704	12,668.02
07/14/04	W/D	24,500.00	4,465	1.79160465	43,894.31	1.10121031	26,979.65
08/23/04	W/D	10,000.00	4,426	1.78250277	17,825.03	1.10028337	11,002.83
09/14/04	W/D	3,000.00	4,405	1.77762092	5,332.86	1.09978457	3,299.35
11/17/04	W/D	12,600.72	4,342	1.76305544	22,215.77	1.09828953	13,839.24
12/09/16	Balance	0.00	0	1.00000000	0.00	1.00000000	0.00
<b>Earnings:</b>		<b>80.02</b>		<b>Excess Earnings:</b>	<b>(721.60)</b>		<b>(0.00)</b>

**Schedule I1 - 1990 Escrow Fund**  
**Remaining Balance Analyses**

**Fund 4**

**Summary - Fund 4**

Gross Earnings:	\$781,396.23
Internal Rate of Return:	7.333801%
Excess Earnings:	\$352,349.28

Security Type	Par Amount	Coupon	Maturity Date	Settlement Date	Settlement Price	Yield	Accreted Price	Accrued Interest	Value <sup>1</sup>
Escrowed Securities	12,648,809.34	N/A	01/01/19	05/19/94	100.000	7.334%	100.000	0.00	12,648,809.34

Value as of September 1, 2004:	12,648,809.34
Allocable %:	4.372%
Uni-Cap %:	100.000%
Allocable Value as of September 1, 2004:	<u>553,061.96</u>

Security Type	Par Amount	Coupon	Maturity Date	Settlement Date	Settlement Price	Yield	Accreted Price	Accrued Interest	Value <sup>1</sup>
Escrowed Securities	30,020,117.67	N/A	01/01/19	05/19/94	100.000	7.334%	100.000	0.00	30,020,117.67

Value as of September 1, 2016:	30,020,117.67
Allocable %:	4.372%
Uni-Cap %:	100.000%
Allocable Value as of September 1, 2016:	<u>1,312,612.49</u>

Security Type	Par Amount	Coupon	Maturity Date	Settlement Date	Settlement Price	Yield	Accreted Price	Accrued Interest	Computation Date Value <sup>1</sup>
Escrowed Securities	30,614,527.68	N/A	01/01/19	05/19/94	100.000	7.334%	100.000	0.00	30,614,527.68

Value as of December 9, 2016:	30,614,527.68
Allocable %:	4.372%
Uni-Cap %: <sup>2</sup>	84.053%
Allocable Value as of December 9, 2016:	<u>1,125,142.05</u>

<sup>1</sup> See Schedule I4 - Escrow Valuations.

<sup>2</sup> See Appendix A - Universal Cap Analysis.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

**Schedule I2 - 1990 Escrow Fund**  
**Net Nonpurpose Investments Cash Flow**

**Fund 4**

Date	Description	Net Nonpurpose Investments Cash Flow <sup>1</sup>	Muni-Days/ Computation Date	Rebate Calculations		IRR Calculations	
				FV Factor @ 4.757155%	FV As Of 12/09/16	FV Factor @ 7.333801%	FV As Of 12/09/16
09/01/04	Balance <sup>2</sup>	(12,648,809.34)	4,418	1.78064143	(22,522,994.00)	2.42034858	(30,614,527.68)
09/01/16	Balance <sup>2</sup>	30,020,117.67	98	1.01288067	30,406,796.89	1.01980039	30,614,527.68
	<b>Earnings:</b>	<b>17,371,308.33</b>		<b>Excess Earnings:</b>	<b>7,883,802.89</b>		<b>0.00</b>
	<b>Allocable %:</b>	<b>4.372% <sup>3</sup></b>		<b>Allocable %:</b>	<b>4.372% <sup>3</sup></b>		<b>4.372%</b>
	<b>Uni-Cap %:</b>	<b>100.000%</b>		<b>Uni-Cap %:</b>	<b>100.000%</b>		<b>100.000%</b>
	<b>Adj. Earnings:</b>	<b>759,550.53</b>		<b>Adj. Excess Earnings:</b>	<b>344,714.78</b>		<b>0.00</b>
09/01/16	Balance <sup>2</sup>	(30,020,117.67)	98	1.01288067	(30,406,796.89)	1.01980039	(30,614,527.68)
12/09/16	Balance <sup>2</sup>	30,614,527.68	0	1.00000000	30,614,527.68	1.00000000	30,614,527.68
	<b>Earnings:</b>	<b>594,410.01</b>		<b>Excess Earnings:</b>	<b>207,730.78</b>		<b>0.00</b>
	<b>Allocable %:</b>	<b>4.372% <sup>3</sup></b>		<b>Allocable %:</b>	<b>4.372% <sup>3</sup></b>		<b>4.372%</b>
	<b>Uni-Cap %:</b>	<b>84.053% <sup>4</sup></b>		<b>Uni-Cap %:</b>	<b>84.053% <sup>4</sup></b>		<b>84.053%</b>
	<b>Adj. Earnings:</b>	<b>21,845.70</b>		<b>Adj. Excess Earnings:</b>	<b>7,634.50</b>		<b>0.00</b>
	<b>Total Adj. Earnings:</b>	<b><u>781,396.23</u></b>		<b>Total Adj. Excess Earnings:</b>	<b><u>352,349.28</u></b>		<b><u>0.00</u></b>

<sup>1</sup> See Schedule I4 - Escrow Valuations.

<sup>2</sup> See Schedule I1 - Remaining Balance Analyses.

<sup>3</sup> See Schedule I5 - Commingled Fund Adjustment Analysis.

<sup>4</sup> See Appendix A - Universal Cap Analysis.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

**Schedule I3 - 1990 Escrow Fund**

**Fund 4**

**Yield Restriction Analysis**

Date	Description	Net Nonpurpose Investments Cash Flow <sup>1</sup>	Muni-Days/ Computation Date	Yield Restriction Calculations		IRR Calculations	
				FV Factor @ 4.758155%	FV As Of 12/09/16	FV Factor @ 7.333801%	FV As Of 12/09/16
09/01/04	Balance <sup>2</sup>	(12,648,809.34)	4,418	1.78085489	(22,525,694.01)	2.42034858	(30,614,527.68)
09/01/16	Balance <sup>2</sup>	30,020,117.67	98	1.01288336	30,406,877.75	1.01980039	30,614,527.68
	<b>Earnings:</b>	<b>17,371,308.33</b>		<b>Yield Restriction Liability:</b>	<b>7,881,183.73</b>		<b>0.00</b>
	<b>Allocable %:</b>	<b>4.372% <sup>3</sup></b>		<b>Allocable %:</b>	<b>4.372% <sup>3</sup></b>		<b>4.372%</b>
	<b>Uni-Cap %:</b>	<b>100.000%</b>		<b>Uni-Cap %:</b>	<b>100.000%</b>		<b>100.000%</b>
	<b>Adj. Earnings:</b>	<b>759,550.53</b>		<b>Adj. Yield Restriction Liability:</b>	<b>344,600.25</b>		<b>0.00</b>
09/01/16	Balance <sup>2</sup>	(30,020,117.67)	98	1.01288336	(30,406,877.75)	1.01980039	(30,614,527.68)
12/09/16	Balance <sup>2</sup>	30,614,527.68	0	1.00000000	30,614,527.68	1.00000000	30,614,527.68
	<b>Earnings:</b>	<b>594,410.01</b>		<b>Yield Restriction Liability:</b>	<b>207,649.93</b>		<b>0.00</b>
	<b>Allocable %:</b>	<b>4.372% <sup>3</sup></b>		<b>Allocable %:</b>	<b>4.372% <sup>3</sup></b>		<b>4.372%</b>
	<b>Uni-Cap %:</b>	<b>84.053%</b>		<b>Uni-Cap %:</b>	<b>84.053%</b>		<b>84.053%</b>
	<b>Adj. Earnings:</b>	<b>21,845.70</b>		<b>Adj. Yield Restriction Liability:</b>	<b>7,631.53</b>		<b>0.00</b>
	<b>Total Adj. Earnings:</b>	<b><u>781,396.23</u></b>		<b>otal Adj. Yield Restriction Liability:</b>	<b><u>352,231.78</u></b>		<b><u>0.00</u></b>
				<b>Less: Minor Portion Adjustment: <sup>4</sup></b>	<b>(83,949.37)</b>		
				<b>Total Adj. Yield Restriction Liability:</b>	<b><u>288,282.42</u></b>		

<sup>1</sup> See Schedule I4 - Escrow Valuations.

<sup>2</sup> See Schedule I1 - Remaining Balance Analyses.

<sup>3</sup> See Schedule I5 - Commingled Fund Adjustment Analysis.

<sup>4</sup> See Schedule I6 - Minor Portion Adjustment.

**Schedule I4 - 1990 Escrow Fund**

**Fund 4**

**Escrow Valuations**

Issue Date of Refunding Bonds:	05/19/94
Computation Date:	12/09/16
Arbitrage Yield:	4.757155%
Escrow Yield:	7.333801%
Escrow Purchase Price:	18,561,277.37
Value of Escrow on December 9, 2016:	30,614,527.68

Date	Escrow Receipts <sup>1</sup>	Value as of Issue Date 05/19/94	Value as of Transferred Proceeds Date 09/01/04	Value as of 09/01/16	Value as of Computation Date 12/09/16
06/30/94	467,221.27	463,404.38			
12/31/94	466,516.27	446,249.07			
06/30/95	465,791.27	429,881.39			
12/31/95	467,098.14	415,755.91			
06/30/96	465,980.63	400,170.38			
12/31/96	466,663.75	386,504.13			
06/30/97	467,260.63	373,384.28			
12/31/97	465,936.88	359,084.72			
06/30/98	467,036.88	347,270.42			
12/31/98	466,659.38	334,649.06			
07/01/99	467,000.00	323,047.49			
01/01/00	12,365,000.00	8,250,941.41			
01/01/19	35,514,000.00	6,030,934.73	12,648,809.34	30,020,117.67	30,614,527.68
	<b>53,012,165.10</b>	<b>18,561,277.37</b>	<b>12,648,809.34</b>	<b>30,020,117.67</b>	<b>30,614,527.68</b>

<sup>1</sup> As set forth in Schedule II.G of the Verification Report prepared by Deloitte & Touche LLP, dated July 7, 1994.

\$55,875,000  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

<b>Schedule I5 - 1990 Escrow Fund</b>							<b>Fund 4</b>
<b>Commingled Fund Adjustment Analysis</b>							

Date	Cash Flow	1990 Bond Proceeds Reserve	Transferred Proceeds	1994AC Bond Proceeds	2004A Refunding Bonds	Total Proceeds	% Allocable to Bonds
09/01/04	Beg Balance <sup>1</sup>	260,321.68	670,814.84	11,717,672.82		12,648,809.34	
	Transfer Ratio		82.446%				
	Transfer Amount		(553,061.96)		553,061.96		
	End Balance	260,321.68	117,752.88	11,717,672.82	553,061.96	12,648,809.34	4.372%
	Allocable %	2.058%	0.931%	92.639%	4.372%	100.000%	

<sup>1</sup> See Schedule I1 - Remaining Balance Analyses.

<b>Schedule I6 - 1990 Escrow Fund</b> <b>Minor Portion Adjustment</b>	<b>Fund 4</b>
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Date	Description	Net Nonpurpose Investments Cash Flow	Muni-Days/ Computation Date	Minor Portion Calculations		IRR Calculations	
				FV Factor @ 4.758155%	FV As Of 12/09/16	FV Factor @ 7.333801% <sup>1</sup>	FV As Of 12/09/16
09/01/04	Minor Portion Amount	100,000.00	4,418	1.78085489	178,085.49	2.42034858	242,034.86
12/09/16	Balance	(242,034.86)	0	1.00000000	(242,034.86)	1.00000000	(242,034.86)
Minor Portion Adjustment:					<b>(63,949.37)</b>		<b>0.00</b>

<sup>1</sup> See Schedule I4 - Escrow Valuations.



<b>Appendix A - Universal Cap Analysis</b>
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Valuation Date	09/01/16
Description of Valuation Date	Uni-Cap Date
<b>Value of Bonds</b>	
Par Amount <sup>1</sup>	20,450,000.00
<b>Totals</b>	<b>20,450,000.00</b>
<b>Value of Investments</b>	
1994AC Aggregate Escrow Account	27,917,736.41
Allocable %	82.446%
1994AC Aggregate Escrow Account (Transferred Proceeds)	23,017,138.29
1990 Escrow Fund	30,020,117.67
Allocable %	4.372%
1990 Escrow Fund (Transferred Proceeds)	1,312,612.49
Escrow Fund (Sale Proceeds)	0.00
Costs of Issuance Fund (Sale Proceeds)	0.00
<b>Totals</b>	<b>24,329,750.78</b>
<b>Amount Deallocated</b>	<b>(3,879,750.78)</b>
<b>Balance of Transferred Proceeds</b>	<b>24,329,750.78</b>
<b>Amount Deallocated</b>	<b>(3,879,750.78)</b>
<b>Percentage Deallocated</b>	<b>15.947%</b>
<b>Remaining Percentage Allocated</b>	<b>84.053%</b>
<b>Balance of Sale/Investment Proceeds</b>	<b>0.00</b>
<b>Amount Deallocated</b>	<b>0.00</b>
<b>Percentage Deallocated</b>	<b>0.000%</b>
<b>Remaining Percentage Allocated</b>	<b>100.000%</b>

<sup>1</sup> See Appendix A1 - Plain Par Adjustment.

**\$55,875,000**  
**Huntington Park Public Financing Authority**  
**Refunding Revenue Bonds**  
**2004 Series A**

**Appendix A1 - Plain Par Adjustment**

Period Ending	Coupon	Par Amount	Yield	Price as of Issue Date	Present Value	Accreted Price as of 09/01/16	Value as of 09/01/16
09/01/04							
09/01/05	3.000%	2,145,000	1.700%	101.543	No		
09/01/06	3.500%	2,075,000	2.300%	102.563	Yes		
09/01/07	3.000%	2,000,000	2.800%	100.606	No		
09/01/08	3.000%	1,915,000	3.150%	99.410	No		
09/01/09	5.000%	1,835,000	3.450%	107.322	Yes		
09/01/10	3.750%	3,190,000	3.750%	100.000	No		
09/01/11	5.000%	3,310,000	3.900%	106.846	Yes		
09/01/12	4.000%	3,475,000	4.100%	99.304	No		
09/01/13	4.125%	3,615,000	4.250%	99.050	No		
09/01/14	5.000%	3,765,000	4.360%	105.220	Yes		
09/01/15	5.000%	3,950,000	4.500%	104.356	Yes		
09/01/16	5.000%	4,150,000	4.590%	103.792	Yes		
09/01/17	5.250%	4,355,000	4.620%	105.820	Yes	100.000	4,355,000.00
09/01/18	5.250%	4,585,000	4.700%	105.057	Yes	100.000	4,585,000.00
09/01/19	5.250%	2,665,000	4.780%	104.300	Yes	100.000	2,665,000.00
09/01/20	5.000%	2,805,000	5.032%	99.637	No	100.000	2,805,000.00
09/01/21	5.000%	2,945,000	5.031%	99.637	No	100.000	2,945,000.00
09/01/22	5.000%	3,095,000	5.030%	99.637	No	100.000	3,095,000.00
		<b><u>55,875,000</u></b>					
						<b><u>20,450,000.00</u></b>	



## **INSTRUCTIONS FOR FILING IRS 8038-T FORM**

Attached is a partially completed IRS 8038-T Form which must be remitted with any payment to the IRS for yield reduction payment, arbitrage rebate payment or penalty in lieu of arbitrage rebate payments. To file, please follow the steps as described below.

1. Please provide the information for the highlighted areas, including certain information from bond closing documents and the signature of an authorized representative.
2. Prepare one check or money order to the "United States Treasury" for the amount on Line 23 which is equal to the sum of the amount(s) shown on Line Item(s) 13 and 15 (for Arbitrage Rebate Payment), 14 (for Yield Reduction Payment), 17 and 19 (for Penalty in Lieu of Rebate Payment), and 21, and 22 (for Late payments), as applicable. **In order to ensure the payment is properly accounted for, write "Form 8038-T", the issuer's name, address, EIN, and the date on the check or money order.**
3. If you are required to pay an additional amount identified on Line 22 (interest on underpayment), you are required to submit a "Late Payment Explanation". Such explanation has been provided, please see Exhibit B attached.
4. Send the Check or money order, the original IRS Form 8038-T and the "Late Payment Explanation" (if applicable) to the Internal Revenue Service **via priority overnight mail** at the following address:

Internal Revenue Service Center  
Ogden, UT 84201-0027

Please note, a copy of the report is **not** required to be sent to the IRS.

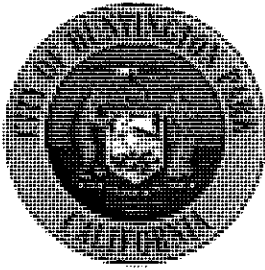
**This must be postmarked no later than** February 7, 2017.

**Please maintain copies of all documents for your records. Should you have any questions, please contact your BLX Group LLC representative.**

**Arbitrage Rebate, Yield Reduction  
and Penalty in Lieu of Arbitrage Rebate**  
► Under Sections 143(g)(3) and 148(f)  
and Section 103(c)(6)(D) of the Internal Revenue Code of 1954

OMB No. 1545-1219

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>	
<b>1</b> Issuer's name Huntington Park Public Financing Authority		<b>2</b> Issuer's employer identification number (EIN) 95-6000724	
<b>3</b> Number and street (or P.O. box no. if mail is not delivered to street address) 6550 Miles Avenue	<b>Room/suite</b> 116	<b>4</b> Report number (For IRS Use Only) 7 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<b>5</b> City, town, or post office, state, and ZIP code Huntington Park, CA 90255		<b>6</b> Date of issue 6/17/2004	
<b>7</b> Name of issue Refunding Revenue Bonds, 2004 Series A		<b>8</b> CUSIP number 44667SAR1	
<b>9</b> Name and title of officer of the issuer or other person whom the IRS may call for more information Annie Ruiz, Finance Manager		<b>10</b> Telephone number of officer or other person 323-584-6237	
<b>11</b> Type of issue ► Other - Redevelopment		<b>Issue price ►</b>	<b>11</b> 57,358,309.00
<b>Part II Arbitrage Rebate and Yield Reduction Payments</b>		<b>Amount</b>	
<b>12</b> Computation date to which this payment relates (MM/DD/YYYY) . . . . . 12/09/2016			
<b>13</b> Arbitrage rebate payment (see instructions) <input type="checkbox"/> check box if less than 100% of rebate amount . . . . .		<b>13</b>	
<b>14</b> Yield reduction payment (see instructions) <input type="checkbox"/> check box if less than 100% of yield reduction amount . . . . .		<b>14</b> 1,733,840.30	
<b>15</b> Rebate payment from Qualified Zone Academy Bond (QZAB) defeasance escrow (see instructions) . . . . .		<b>15</b>	
<b>Part III Penalty in Lieu of Arbitrage Rebate</b>			
<b>16</b> Number of months since date of issue: <input type="checkbox"/> 6 mos <input type="checkbox"/> 12 mos <input type="checkbox"/> 18 mos <input type="checkbox"/> 24 mos <input type="checkbox"/> Other. No. of mos ►			
<b>17</b> Penalty in lieu of rebate . . . . .		<b>17</b>	
<b>18</b> Date of termination election (MM/DD/YYYY) . . . . .			
<b>19</b> Penalty upon termination . . . . .		<b>19</b>	
<b>Part IV Late Payments</b>			
<b>20</b> Does failure to pay timely qualify for waiver of penalty (see instructions) . . . . . Yes <input type="checkbox"/> No <input type="checkbox"/>			
<b>21</b> Penalty for failure to pay on time (see instructions) . . . . .		<b>21</b>	
<b>22</b> Interest on underpayment (see instructions) . . . . .		<b>22</b>	
<b>Part V Total Payment</b>			
<b>23</b> Total payment. Add lines 13, 14, 15, 17, 19, 21, and 22. Enter total here . . . . .		<b>23</b> 1,733,840.30	
<b>Part VI Miscellaneous</b>			
<b>24</b> Unspent proceeds as of this computation date . . . . .		<b>24</b> 20,846,036.50	
<b>25</b> Proceeds used to redeem bonds . . . . .		<b>25</b> 0.00	
<b>26</b> Gross proceeds used for qualified administrative costs for guaranteed investment contracts (GICs) and defeasance escrows . . . . .		<b>26</b> 0.00	
<b>27</b> Fees paid for a qualified guarantee . . . . .		<b>27</b> 1,231,524.32	
		<b>Yes</b> <b>No</b>	
<b>28</b> Is the issue a variable rate issue? . . . . .		<b>28</b>	✓
<b>29</b> Did the issuer enter into a hedge? Name of provider _____ Term of hedge _____		<b>29</b>	✓
<b>30</b> Were gross proceeds invested in a GIC? Name of provider _____ Term of GIC _____		<b>30</b>	✓
<b>31</b> Were any gross proceeds invested beyond an available temporary period? . . . . .		<b>31</b>	✓
<b>32</b> Calculations for filing of this form prepared by: <input type="checkbox"/> Issuer <input checked="" type="checkbox"/> Preparer: BLX Group LLC			
<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.		
	Annie Ruiz Finance Manager Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name _____		PTIN _____
	Preparer's signature _____		Check <input type="checkbox"/> if self-employed
	Date _____		Phone no. _____
Firm's name ► _____		Firm's EIN ► _____	
Firm's address ► _____		Firm's EIN ► _____	



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

December 20, 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 A LEASE WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. (KMBS) FOR LEASING OF COPYING EQUIPMENT FOR HUNTINGTON PARK CITY HALL**

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

1. Approve a Master Premier Lease Agreement between Konica Minolta Business Solutions (KMBS) and the City of Huntington Park relating to copying equipment and related maintenance services for a period of five (5) years commencing in January, 2017; and
2. Authorize the City Manager to execute the lease.

**BACKGROUND**

The City of Huntington Park (the "City") has several copiers across the City for use in departments' business operations. With all of the City's leases relating to copiers having expired or expiring in the near term (except for those in City Clerk and Parks Departments), the City has an opportunity to unify leases and better lease terms as a result of scale into a single Master Premier Lease Agreement (the "Master Lease").

Procurement Process. The City was able to achieve competitive pricing on par with the State of California as a result of our ability to piggyback on State of California, PARTICIPATING ADDENDUM NO 7-15-70-24 COPIERS, PRINTERS AND RELATED DEVICE (the "Participating Addendum") which itself is under the Nevada National Association State Procurement Officials Value Point Master Agreement 3091 (the "NASPO Value Point Agreement"). The NASPO Value Point Agreement is incorporated

**APPROVE A LEASE WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. (KMBS) FOR LEASING OF COPYING EQUIPMENT FOR HUNTINGTON PARK CITY HALL**

December 20, 2016

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by reference and applies to the purchase of goods and services made under the Participating Addendum.

The Participating Addendum is available for use by any State and California political subdivision/local governments defined as any city, county, district, or other local governmental body or corporation, including the California State Universities and Universities of California, K-12, and community colleges, all of which are empowered to expend public funds.

In determining whether entities have the ability to piggyback, it did fall to the City to make its own determination as to the relevance of the Participating Addendum and its comportment with the City's own procurement policies. Staff has determined that such is the case, and thus the recommendation to enter into the proposed Master Lease.

KMBS is the business solutions provider to the State and the Department of General Services pursuant to NASPO Value Point Agreement and the Participating Agreement. The current KMBS agreement with the State terminates on December 31, 2019; such termination would be of no effect upon the City in that its lease terms would be locked in on the effective date of the Master Lease.

The City must provide a purchase order to cover the full amount of its master lease in the amount of \$25,430.76.

**FISCAL IMPACT**

The table below summarizes the monthly costs associated with the existing leases currently in place.

<i>Division</i>	<i>Brand</i>	<i>Termination Date</i>	<i>Monthly Lease</i>	<i>Overage</i>	<i>Color Prints</i>
<i>Jail</i>	Oce	N/A	0.00	\$34.59	0.00
<i>Patrol</i>	Ricoh	01/2017	217.65	28.96	42.67
<i>Administration</i>	Ricoh	02/2017	217.64	9.67	1.10
<i>Annex</i>	Ricoh	01/2017	217.65	14.48	24.55
<i>Detective</i>	Xerox	12/2015	267.99	40.48	99.86
<i>Records</i>	Konica	08/2014	1,127.66	14.71	0.00
<i>Finance</i>	Canon	06/2015	786.90	9.67	0.00
<i>Administration</i>	Ricoh	12/2016	57.67	0.00	0.00
<i>Parks and Rec</i>	Ricoh	02/2019	Not replacing	0.00	0.00
<i>City Clerk</i>	Konica	N/A	Not replacing	0.00	0.00
<i>City Clerk</i>	Konica	N/A	Not replacing	0.00	0.00
<b>Total</b>			<b>\$3,127.06</b>	<b>\$142.89</b>	<b>\$167.18</b>

**APPROVE A LEASE WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. (KMBS) FOR LEASING OF COPYING EQUIPMENT FOR HUNTINGTON PARK CITY HALL**

December 20, 2016

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Under the Master Lease, the City will replace 9 copiers as identified in the table which follows:

<i>Division</i>	<i>Model</i>	<i>Monthly Lease</i>	<i>Black/White Prints</i>	<i>Color Prints</i>
<i>Jail</i>	4750	\$235.47	\$0.0150	\$0.0000
<i>Patrol</i>	C308	235.47	0.00780	0.0500
<i>Administration</i>	C308	235.47	0.00780	0.0500
<i>Detective</i>	C458E	235.47	0.00720	0.0490
<i>Records</i>	C458E	235.47	0.00720	0.0490
<i>Records</i>	C658E	235.47	0.00680	0.0450
<i>Administration</i>	C308	235.47	0.00780	0.0500
<i>Finance</i>	C658E	235.47	0.00680	0.0450
<i>Finance</i>	C458E	235.47	0.00720	0.0490
<b>Total</b>		<b>\$2,119.23</b>		

The estimated annual cost of leasing the equipment is \$25,430.76 for 9 machines. Additional charges for black and white and full color prints apply, depending on the model of the machine. Copying charges (based on 2015 usage) is approximately \$3,510. The estimated total annual fee is \$28,940.76 or \$2,412 per month.

Since this a multi-year contract, the Finance Director is responsible for budgeting the ongoing costs in future years, including any options exercised. No appropriation is requested at this time. Budgets needed for the period of January through June 2017 is set forth below, and are already accounted for in the current year's budget.

<i>Division</i>	<i>Equipment Lease</i>	<i>Copying Charges</i>	<i>Total</i>
<i>Administration</i>	\$1,412.82	\$195.00	\$1,607.82
<i>Finance</i>	2,825.64	390.00	3,215.64
<i>Police</i>	8,476.92	1,170.00	9,646.92
<b>Total (FY 16-17)</b>	<b>\$12,715.38</b>	<b>\$1,755.00</b>	<b>\$14,470.38</b>

<i>Division</i>	<i>Account Number</i>	<i>Total</i>
<i>Administration</i>	111-0210-413.43-05	\$1,607.82
<i>Finance</i>	111-9010-419.43-15	3,215.64
<i>Police</i>	111-7010-421.44-10	9,646.92
<b>Total (FY 16-17)</b>		<b>\$14,470.38</b>

The term of the lease aligns with the average useful life of this type of equipment with slight variability based upon usage.

**APPROVE A LEASE WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. (KMBS) FOR LEASING OF COPYING EQUIPMENT FOR HUNTINGTON PARK CITY HALL**

December 20, 2016

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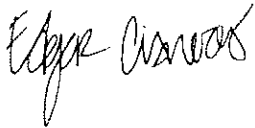
There is a cost associated with removal of existing equipment and shipment of such to various vendors who have been under contract. KMBS will manage that process and cost of shipment for an amount of \$2,000 which will be offset as a rebate to the City.

The Finance Department will conduct semi-annual performance review of the standards set forth in the agreement for services with KMBS relating to cost and usage management.

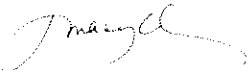
**CONCLUSION**

Upon City Council's approval staff will proceed with recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



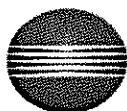
JAN MAZYCK  
Interim Finance Director

**ATTACHMENT(S)**

- A. Konica Minolta Master Premier Lease Schedule
- B. State of California Participating Addendum No. 7-15-70-24



## ATTACHMENT "A"

For office use only (Check one): ☐ Branch ☒ Windsor

KONICA MINOLTA

Master Premier  
Lease Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Master Premier Lease Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

## CUSTOMER INFORMATION

FULL LEGAL NAME		STREET ADDRESS		
CITY OF HUNTINGTON PARK		6500 MILES AVENUE		
CITY	STATE	ZIP	PHONE*	FAX
HUNTINGTON PARK	CA	90255	323 826 6610	
BILLING NAME (IF DIFFERENT FROM ABOVE)		BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

6500 MILES AVE HUNTINGTON PARK CA 90255

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

## CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or [www.kmbs.konicaminolta.us](http://www.kmbs.konicaminolta.us).



## TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. LEASE AGREEMENT: You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease and (b) you purchase or return the Equipment, as specified in your notice, within ten (10) days after the end of the term. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

(Continued on back)

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

## LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

## CUSTOMER ACCEPTANCE

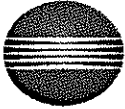
CITY OF HUNTINGTON PARK	X		
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	TITLE	DATED

FEDERAL TAX I.D. #	PRINT NAME	TITLE
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To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.  
See reverse side for additional terms and conditions

KMPF0003 - US 10/01/16

3. **OWNERSHIP OF EQUIPMENT:** We are the Owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or on any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.
5. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.
6. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
7. **COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.
8. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**
9. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay a processing fee for making such filings. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
10. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.
11. **DEFAULT AND REMEDIES:** If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and/or any and all Schedules and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.
12. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.
13. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**
14. **LESSEE GUARANTEE:** You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 11) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.
15. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 4, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**

For office use only (Check one): ☐ Branch ☒ WindsorS00330309  
12/14/16 07:26 PM**Master Premier  
Lease Schedule**

APPLICATION NO.

MASTER AGREEMENT NO.

SCHEDULE NO.

**KONICA MINOLTA****CUSTOMER BILL - TO INFORMATION** (Separate schedules must be completed for each billing location.)

FULL LEGAL NAME

CITY OF HUNTINGTON PARK

STREET ADDRESS / P.O. BOX

6500 MILES AVENUE

CITY

HUNTINGTON PARK

STATE

CA

ZIP

90255

BILLING CONTACT NAME

BILL-TO PHONE NUMBER\*

FAX NUMBER

E-MAIL

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

**CUSTOMER INSTALLATION LOCATION**

LESSEE LEGAL NAME

CITY OF HUNTINGTON PARK

STREET ADDRESS

6500 MILES AVE

CITY

HUNTINGTON PARK

STATE

CA

ZIP

90255

CONTACT NAME

IT IT

PHONE NUMBER

323 826 6610

FAX NUMBER

**Make/Model/Accessories** (including Software Description and Supplier / Licensor if applicable)

Serial Number

Start Meter Read(s)

1 - BIZHUB 4750

3 - BIZHUB C308 COPIER/PRINTER

3 - BIZHUB C458 COPIER/PRINTER

2 - BIZHUB C658E NEW

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software**TERM AND PAYMENT SCHEDULE**

TERM IN MONTHS

60

# of payments

60

Payment Frequency

☐ Quarterly ☒ Monthly

Payment Amount

(plus applicable taxes)

\$ 2,119.23

Advance Payment

(plus applicable taxes)

\$

**END OF LEASE OPTIONS:** You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on Agreement). 3. Return Equipment as provided in Paragraph 5 (on Agreement).

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER LEASE AGREEMENT IDENTIFIED ABOVE.

**LESSOR ACCEPTANCE**

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

**CUSTOMER ACCEPTANCE**

CITY OF HUNTINGTON PARK

FULL LEGAL NAME OF CUSTOMER (as referenced above)

X

AUTHORIZED SIGNER

DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE



## Order Agreement

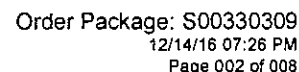
Check Applicable Box

☐ Purchase

☒ Lease

☐ Other:

<b>INVOICE TO</b> Account #		<b>SOLD TO</b> Account # PR 0004201091		<b>SHIP TO</b> Account #	
Legal Name KONICA MINOLTA PREMIER FINANCE		Legal Name CITY OF HUNTINGTON PARK		Legal Name CITY OF HUNTINGTON PARK	
Attn Line 1		Attn Line 1		Attn Line 1	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address 500 DAY HILL RD		Street Address 6500 MILES AVENUE		Street Address 6500 MILES AVE	
City WINDSOR State CT Zip 05095		City HUNTINGTON PARK State CA Zip 90255		City HUNTINGTON PARK State CA Zip 90255	
Tax Exempt <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)		Tax Exempt #		P.O. Expiration Date	
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)		P.O. #		P.O. Expiration Date	
<b>Payment Terms:</b> SEE LEASE		<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ Contact Name: Phone:		<b>Check</b>	<b>Amount</b> <b>Check #</b>
<b>Requested Delivery Date:</b> SEE ATTACHED		<b>Maintenance Contract</b> <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined			
<b>QTY</b>	<b>MATERIAL #</b>	<b>MATERIAL DESCRIPTION</b>	<b>SERIAL NUMBER</b>	<b>PRICE EACH</b>	<b>EXTENDED</b>
1	A6F7011	BIZHUB 4750 *			
1	7670525505	DELIVERY CHARGE - LEVEL 0			
1	7640018092	BASIC NETWORK SERVICE - BNS02			
1	9967002761	DK-P02 COPY DESK			
1	XGPCS15DKM	ESP DIAGNOSTIC POWER FILTER 120V/			
1	A63Y0Y1	PF-P11 CASSETTE 250P			
3	A7PY011	BIZHUB C308 COPIER/PRINTER			
3	7670525506	DELIVERY CHARGE - LEVEL 1			
3	7640018094	BASIC NETWORK SERVICE - BNS04			
3	A85GVY2	DF-704 DUAL SCAN DOCUMENT FEEDER			
3	A2XM019	PC-410 LARGE CAPACITY CASSETTE (2			
3	A3EPWY2	FS-534 FINISHER (50 SHEET FLOOR ST			
3	D5133NTKM	ESP POWER FILTER 120V/15A NETWORK			
3	MXA87AWY1KMUS	UPGRADE KIT UK-211 MEMORY EXPAN			
<b>QTY</b>	<b>MATERIAL #</b>	<b>SUPPLY - MATERIAL DESCRIPTION</b>	<b>PRICE EACH</b>	<b>EXTENDED</b>	
3	A8DA430	TN324C TONER (YIELD:26K)	N/A		
3	A8DA130	TN324K TONER (YIELD:28K)	N/A		
3	A8DA330	TN324M TONER (YIELD:26K)	N/A		
3	A8DA230	TN324Y TONER (YIELD:26K)	N/A		
3	A9E8430	TONER TN514C (YIELD: 26,000)	N/A		
3	A9E8130	TONER TN514K (YIELD: 28,000)	N/A		
<b>ADDITIONAL CHARGES</b>				<b>Additional Charges</b>	
<input type="checkbox"/> Network <input type="checkbox"/> Removal <input type="checkbox"/> Other				<b>TOTAL</b>	
				(TOTAL is exclusive of applicable taxes)	
<b>PICK-UP</b>		<b>Requested Removal Date:</b> 01/31/2017			
<b>QTY</b>	<b>MATERIAL #</b>	<b>MATERIAL DESCRIPTION</b>	<b>SERIAL NUMBER</b>		
1		OCE			
1		1050	58UE00666		
<b>COMMENTS</b>					



<b>INVOICE TO</b>	<b>Account #</b>	<b>SOLD TO</b>	<b>Account #</b> PR 0004201091	<b>SHIP TO</b>	<b>Account #</b>
Legal Name	KONICA MINOLTA PREMIER FINANCE	Legal Name	CITY OF HUNTINGTON PARK	Legal Name	CITY OF HUNTINGTON PARK
Attn Line 1		Attn Line 1		Attn Line 1	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address	500 DAY HILL RD	Street Address	6500 MILES AVENUE	Street Address	6500 MILES AVE
City	WINDSOR	City	HUNTINGTON PARK	City	HUNTINGTON PARK
State	CT	State	CA	State	CA
Zip	05095	Zip	90255	Zip	90255

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
3	A883011	FK-514 FAX KIT (SUPPORTS 1ST & 2ND			
3	A79M011	BIZHUB C458 COPIER/PRINTER			
3	7670525507	DELIVERY CHARGE - LEVEL 2			
3	7640018094	BASIC NETWORK SERVICE - BNS04			
3	A9HF013	PC-415 LARGE CAPACITY CASSETTE (2			
3	A87GWY1	FS-536 FINISHER (50 SHEETS)			
3	A3EUW12	PK-519 PUNCH KIT (2/3 HOLE - FOR FS-			
3	A87JWY2	RU-513 RELAY UNIT			
3	A87DWY2	EK-609 LOCAL INTERFACE KIT			
3	XGPCS15DKM	ESP DIAGNOSTIC POWER FILTER 120V/			
3	7640006869	EXTERNAL KEYBOARD			
3	A4NRWY1	KH-102 KEYBOARD HOLDER			
3	A883012	FK-514 FAX KIT (SUPPORTS 1ST & 2ND			
2	A79JO11	BIZHUB C658E NEW			
2	A9HFWY2	PF PC-415 NEW			
2	A87HWY1	FS-537 NEW			
2	A87HWY2	RELAY UNIT NEW			
2	A99KW11	100 SHEET PUNCH NEW			
2	XGPCS20DKM	POWER FILTER NEW			
1	A883012	FAX NEW			
1	A87DWY2	EK-609 NEW			
1	764000689	EXTERNAL KEYBOARD NEW			
1	A4NRWY1	KH-102 NEW			
3	A9E8330	TONER TN514M (YIELD: 26,000)			
3	A9E8230	TONER TN514Y (YIELD: 26,000)			

### Pick-Up

[illegible]



## Maintenance Agreement

### Customer Information

Sold to Acct #:	0004201091	Payer/Bill to Acct #:		Ship to Acct #:	
Name:	CITY OF HUNTINGTON PARK	Name:	CITY OF HUNTINGTON PARK	Name:	CITY OF HUNTINGTON PARK
Attn/Dept:		Attn/Dept:		Attn/Dept:	
Ste/Rm:		Ste/Rm:		Ste/Rm:	
Address:	6500 MILES AVENUE	Address:	6500 MILES AVENUE	Address:	6500 MILES AVE
City:	HUNTINGTON PARK	City:	HUNTINGTON PARK	City:	HUNTINGTON PARK
State:	CA	State:	CA	State:	CA
Zip:	90255	Zip:	90255	Zip:	90255
Tax Exempt Customer?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Tax Exemption Number:		Tax Exemption Certificate must be attached when applicable.	
PO Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PO Number:		PO Expiration Date:	
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO		PO Contact:		Email:	
Fleet Manager?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name:		Email:	

### Coverage / Billing Options

#### Coverage Options:

<b>MFP</b>	<b>Wide Format</b>
Select Options:	Select Options:
<input checked="" type="checkbox"/> Supply Inclusive	<input type="checkbox"/> Toner (Black Only)
<input type="checkbox"/> After Hours Service - Requires After Hours Agreement	<input type="checkbox"/> 20lb Bond Roll Paper
<input type="checkbox"/> Decline Digital Connected Support*	<input type="checkbox"/> Decline Digital Connected Support*

\* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.

#### Billing Options:

Initial Term in Months:

Flat Rate Frequency:

Meter Frequency:

Aggregate Volume:

<b>MFP</b>	<b>Wide Format</b>
<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input checked="" type="checkbox"/> 60 <input type="checkbox"/> Other	<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually
<input type="checkbox"/> B/W <input type="checkbox"/> Color	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually

Effective Date:

Billing Day:

☒ On Install ☐ Date: ☐ Preferred Day: (29th, 30th, and 31st are not an available selection)

### Maintenance Pricing

MFP		Monthly Minimum Volume		Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Internal Use	
Item	Model Description	Serial Number	Type				Sub Fleet	Price Plan
1	BIZHUB 4750		Color					
			B/W	0	0.00	0.01500		
2	BIZHUB C458 COPIER/ PRINTER		Color		0.00	0.04900		
			B/W		0.00	0.00720		
3	BIZHUB C458 COPIER/ PRINTER		Color		0.00	0.04900		
			B/W		0.00	0.00720		

☒ Additional Equipment on Schedule B

#### Wide Format

Wide Format		Monthly Minimum Volume (Sq. Feet)		Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Internal Use	
Item	Model Description	Serial Number	Type				Sub Fleet	Price Plan
1			Color					
			B/W					

☐ Additional Equipment on Schedule C

### Comments

### For Internal Use

Maintenance:	<input type="checkbox"/> with Equipment Order	<input type="checkbox"/> Maintenance Only	<input type="checkbox"/> Billed by KMBS	<input type="checkbox"/> Billed by Lease Company	<input type="checkbox"/> Dealer-Serviced
Sales Rep Number:	9629962	Sales Rep Name:	PETER BROWN	Sales Rep Email Address:	PETER.BROWN@KMBS.KONICAMINOLTA.US
Order Taking:	4628742	Sales Rep Email Address:	PETER.BROWN@KMBS.KONICAMINOLTA.US	Sales District:	46209
Servicing:	4628742	Sales Rep Email Address:	PETER.BROWN@KMBS.KONICAMINOLTA.US	Processed:	<input type="checkbox"/> Branch <input checked="" type="checkbox"/> Windsor

### Maintenance Agreement Additional Equipment - Schedule B

Maintenance Pricing								Internal Use	
MFP								MA #:	
Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1	BIZHUB C308 COPIER/P RINTER		Color		0.00	0.05000			
			B/W		0.00	0.00780			
2	BIZHUB C308 COPIER/P RINTER		Color		0.00	0.05000			
			B/W		0.00	0.00780			
3	BIZHUB C308 COPIER/P RINTER		Color		0.00	0.05000			
			B/W		0.00	0.00780			
4	BIZHUB C458 COPIER/P RINTER		Color		0.00	0.04900			
			B/W		0.00	0.00720			
5	BIZHUB C658		Color		0.00	0.04500			
			B/W		0.00	0.00680			
6	BIZHUB C658		Color		0.00	0.04500			
			B/W		0.00	0.00680			
7			Color						
			B/W						
8			Color						
			B/W						
9			Color						
			B/W						
10			Color						
			B/W						
11			Color						
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12			Color						
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23			Color						
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24			Color						
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25			Color						
			B/W						
26			Color						
			B/W						
27			Color						
			B/W						
28			Color						
			B/W						



## Equipment Removal Authorization

Customer: CITY OF HUNTINGTON PARKPick Up Address: CITY OF HUNTINGTON PARK, 6500 MILES AVE, HUNTINGTON PARK, CA, 90255

Equipment being removed from Customer's Location:

Make: <u>4512</u>	Model: <u>OCE</u>	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☒ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☐ **Lease Company Owned Asset:**

Lease Company Name: \_\_\_\_\_ Lease #: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Upgrade to Return   | KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.  |
| <input type="checkbox"/> Upgrade to Keep     | KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.   |
| <input type="checkbox"/> Buyout to Keep      | KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.   |
| <input type="checkbox"/> End of Lease Return | Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS. |

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

## Equipment Removal Authorization

Customer: CITY OF HUNTINGTON PARK

Pick Up Address: CITY OF HUNTINGTON PARK, 6500 MILES AVE, HUNTINGTON PARK, CA, 90255

Equipment being removed from Customer's Location:

Make: <u>KONICA</u>	Model: <u>1050</u>	Serial Number: <u>58UE00666</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**

Lease Company Name: US BANK Lease #: 500-0210286-000

- |  |  |
|--|--|
| <input type="checkbox"/> Upgrade to Return   | KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.  |
| <input type="checkbox"/> Upgrade to Keep     | KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.   |
| <input type="checkbox"/> Buyout to Keep      | KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.   |
| <input type="checkbox"/> End of Lease Return | Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS. |

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

**Lease Reimbursement / Direct Paid Buyout / Rebate**

**Customer Name:** CITY OF HUNTINGTON PARK  
**Address:** 6500 MILES AVENUE  
**City:** HUNTINGTON PARK **State:** CA **Zip Code:** 90255

☐ **Lease Reimbursement**

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay the Customer named above, the sum of \$ \_\_\_\_\_ representing the principal balance remaining on Lease Agreement # \_\_\_\_\_ with \_\_\_\_\_, for Model \_\_\_\_\_ Serial # \_\_\_\_\_, provided ("Leasing Company") KMBS receives payment in full from the Leasing Company (for a lease agreement) or from the Customer (for a purchase agreement) for the new transaction.

KMBS shall have no liability to the Customer or to any third party as a result of this transaction. The funds described above will be issued based upon the representation by the Customer of the outstanding balance due. The Customer agrees to remit these reimbursement funds to the Leasing Company in payment of the outstanding principal balance. If KMBS agrees to ship Customer's equipment to the Leasing Company, it is the responsibility of the Customer to first provide the Return Authorization and shipping instructions to KMBS.

☐ **Direct Paid Buyout**

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay direct to the Leasing Company named below, the sum of \$ \_\_\_\_\_, representing the Total Buyout Quote(s) attached, itemized by lease agreement number and dollar amount below; provided KMBS receives payment in full from the Leasing Company (for a lease agreement) or from the Customer (for a purchase agreement) for the new transaction.

**Leasing Company:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

Lease Agreement #	_____	Amount \$	_____
Lease Agreement #	_____	Amount \$	_____
Lease Agreement #	_____	Amount \$	_____

KMBS shall have no liability to the Customer or to any third party as a result of this transaction, beyond remittance of the designated funds identified above. The funds described above will be issued based upon the Total Buyout Quote(s) attached and itemized above. The Customer agrees that any other charges not itemized on the Buyout Quote(s) attached, or resulting from additional charges for Lease Payments, Taxes, Late Fees, or Other charges imposed by the Leasing Company will be the sole responsibility of the Customer. If KMBS agrees to ship Customer's equipment to the Leasing Company, it is the responsibility of the Customer to first provide the Return Authorization and shipping instructions to KMBS.

☒ **Rebate**

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay the Customer named above, the sum of \$ 2,000.00, representing a special incentive towards the lease or purchase of new KMBS product(s), provided KMBS receives payment in full from the respective Leasing Company (for a lease agreement) or from the Customer (for a purchase agreement) for the new transaction.

**Comments:**

REBATE

Reimbursement or Rebate check will be issued in approximately eight (8) to ten (10) weeks from the date of installation provided KMBS receives full funding for the new transaction. Direct Paid Buyouts will be issued to the Leasing Company in approximately two (2) weeks from the date KMBS receives full funding for the new transaction.

## Order Package Acceptance Agreement

Customer Name/Address:

CITY OF HUNTINGTON PARK  
6500 MILES AVENUE  
HUNTINGTON PARK, CA 90255

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00330309 time stamped 12/14/16 07:26 PM).

This Order Package is governed by the terms and conditions of the Master Agreement contract between Konica Minolta Business Solutions U.S.A., Inc. and 3091- NASPO COOPERTIVE PURCHASING dated 01/01/2015 terms of which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

### Authorized Customer Representative

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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

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

### KMBS Representative

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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

### KMBS Manager

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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

## ATTACHMENT "B"

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NO. 7-15-70-24**

Copiers, Printers and Related Devices  
Nevada NASPO ValuePoint Master Agreement 3091  
Konica Minolta Business Solutions USA, Inc

This Participating Addendum Number 7-15-70-24 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Konica Minolta Business Solutions USA, Inc. (hereafter referred to as "Contractor") under the lead State of Nevada NASPO ValuePoint Cooperative Purchasing Organization (NASPO ValuePoint) Master Agreement No. 3091.

**1. Scope**

- A. This Participating Addendum covers the purchase of Copiers, Printers and Related Devices under the Nevada NASPO ValuePoint Master Agreement Number 3091. The NASPO ValuePoint Master Agreement is hereby incorporated by reference and shall apply to the purchase of goods and services made under this Participating Addendum.
- B. This Participating Addendum is available for use by all State Departments and California political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the NASPO ValuePoint Master Price Agreement are consistent with its procurement policies and regulations.

**2. Term**

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end December 31, 2019, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

**3. Mandatory Statewide Contracts**

Product and service categories that are available on mandatory California statewide contracts for information technology (IT) hardware cannot be purchased from this Participating Addendum by State Departments without an exemption. State Departments are responsible for obtaining an exemption from DGS prior to issuing a purchase order.

This restriction is not applicable to political subdivisions/local governments.

#### **4. Terms and Conditions**

Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. These include:

- A. General Provisions – Information Technology, GSPD401IT, effective 11/27/2013. The twelve page document can be viewed at:  
[http://www.documents.dgs.ca.gov/pd/poliproc/gspd401IT13\\_1127.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/gspd401IT13_1127.pdf)

#### **5. Order of Precedence**

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-15-70-24
- B. Nevada NASPO ValuePoint Master Price Agreement Number 3091

#### **6. Available Products and Services**

This Participating Addendum includes the following Groups:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group D – Printers

#### **7. Disallowed Products and Services**

Contractor supplied leasing agreements and rental options are not allowed. This restriction is not applicable to political subdivisions/local governments.

#### **8. Price List**

- A. Contractor shall submit a Product and Service Schedule (PSS) identifying all products and services offered under this Participating Addendum for the State's approval.
- B. The PSS shall include the following:
  - 1) Manufacturer Part Number or Item Number
  - 2) List Price
  - 3) Minimum Discount off List Price
  - 4) Contract Price
- C. Contractor shall maintain a website dedicated to this Participating Addendum which contains the State-approved PSS.
- D. Contractor shall submit a written notice of price increases/decreases and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.

E. State-approved PSS will be posted on the State's eProcurement website.

#### **9. Equipment Additions/Deletions**

- A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:
- 1) Equipment is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
  - 2) Contractor has obtained prior approval from the Nevada NASPO ValuePoint Contract Administrator; and
  - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of equipment additions/deletions and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO ValuePoint Master Price Agreement.

#### **10. Authorized Dealers**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any authorized dealers, and no authorized dealer shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its authorized dealers and of persons either directly or indirectly employed by the Contractor. Contractor's obligation to pay its authorized dealers is an independent obligation from the State's obligation to make payments to the Contractor.
- B. As the prime contractor, contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.
- C. Subject to the approval of the State, authorized dealers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted authorized dealers or changes to current authorized dealers contact information at any time during the contract term.
- D. Contractor shall submit an authorized dealer list identifying the company name, address, contact name, phone number and email of authorized dealers to the State's Contract Administrator for the State's approval prior to updating its California specific contract website.
- E. State-approved authorized dealers will be posted on the State's eProcurement website.

#### **11. Ordering Agency Responsibilities**



- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. A User Instructions guide will be prepared and administered by the State Contract Administrator.
- C. Ordering agencies must follow the Contractor Selection and Request for Offer (RFO) process outlined within the User Instructions guide prior to executing orders against this Participating Addendum.

## 12. Contractor Responsibilities

Contractor must respond to the ordering agency's RFO to be eligible to receive a Purchase Order under this Participating Addendum.

## 13. Invoicing

The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

## 14. Usage Reporting

- A. Contractor shall submit usage reports on a monthly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due each quarter as follows:

Reporting Period	Due Date
JAN 1 to MARCH 30	APR 30
APR 1 to JUNE 30	JUL 31
JULY 1 to SEPT 30	OCT 31
OCT 1 to DEC 30	JAN 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

- H. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

**15. Administrative Fee**

- A. Contractor shall submit a check, payable to the State of California, remitted to the WSCA Payment Processing Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California  
Department of General Services, Procurement Division  
Attention: WSCA Payment Processing  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Price Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JAN 1 to MARCH 30	APR 30
APR 1 to JUNE 30	JUL 31
JULY 1 to SEPT 30	OCT 31
OCT 1 to DEC 30	JAN 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

## 16. Contract Management

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Konica Minolta Business Solutions USA, Inc.  
Name: Kristen McKenna, State Contract Manager  
Robin Craft, Government Account Manager  
Phone: (813) 207-8276  
(916) 201-2004  
Fax: (703) 506-1257  
E-Mail: [kmckenna@kmbs.konicaminolta.us](mailto:kmckenna@kmbs.konicaminolta.us)  
[rcraft@kmbs.konicaminolta.us](mailto:rcraft@kmbs.konicaminolta.us)  
Address: 1595 Spring Hill Road, Suite 410 Vienna, VA  
22182

- B. Should Contractor Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.

- C. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Bonnie Bahnsen  
Phone: (916) 375-4383  
Fax: (916) 375-4663  
E-Mail: [Bonnie.Bahnsen@dgs.ca.gov](mailto:Bonnie.Bahnsen@dgs.ca.gov)  
Address: State of California  
Department of General Services  
Procurement Division  
707 Third Street, 2nd Floor, MS 2-202  
West Sacramento, CA 95605

- D. Should State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than ten business days after the change.

## 17. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

**18. Amendment**

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

**19. Agreement**

- A. This Participating Addendum and the Master Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Nevada NASPO ValuePoint Master Price Agreement Number 3091, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Konica Minolta Business Solutions USA, Inc.

By: 

By: 

~~for~~ Name: Jim Butler

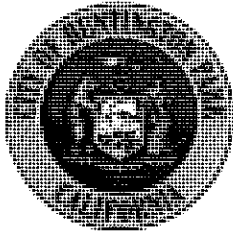
Name: Kristen McKenna

Title: Deputy Director

Title: State Contract Manager

Date: August 5, 2015

Date: 5/14/15



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

December 20, 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 ESTABLISHING AN ECONOMIC DEVELOPMENT COMMITTEE, GOVERNING COMMITTEE POLICIES, METHOD OF APPOINTMENT, GUIDELINES FOR THE CONDUCT OF MEETINGS AND OTHER RELATED MATTERS**

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

1. Adopt Resolution No. 2016-52, Establishing an Economic Development Committee, Governing Committee Policies, Method of Appointment, Guidelines for the Conduct of Meetings and Other Related Matters; and
2. Appoint Graciela Ortiz, Karina Macias, Efren Martinez, City Manager Edgar Cisneros as members of the Committee and two alternate members from the City Council, first alternate member Jhonny Pineda and the second alternate Marilyn Sanabria.

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

At a previous meeting of the City Council, the Mayor and members of the City Council requested to create a committee to work with staff on the establishment of a Community Revitalization and Investment Authorities (CRIA), which was enacted into law by the State of California, the goal of the program is the revitalization of disadvantaged communities through planning and financing infrastructure improvements and upgrades; economic development activities; and affordable housing via tax increment financing based, in part, on the former community redevelopment law.

After further consideration, it was determined that an Economic Development Committee be created to positively influence economic change and to create opportunities such as ways to support existing businesses, creation of new employment opportunities and the attraction of new investment. The Economic Development Committee will assess the current and ongoing business climate in the City of Huntington Park, identify opportunities to promote the economic vitality of the City, encourage community involvement in the economic development and make

**RESOLUTION ESTABLISHIN AN ECONOMIC DEVELOPMENT COMMITTEE,  
GOVERNING COMMITTEE POLICIES, METHOD OF APPOINTMENT, GUIDELINES  
FOR THE CONDUCT OF MEETINGS AND OTHER RELATED MATTERS**

December 20, 2016

Page 2 of 3

recommendations to the City Council on economic development matters. The Economic Development Committee shall be advisory only and has no power to bind the City Council or make decisions binding the City of Huntington Park

The Economic Development Committee shall consist of four (4) regular members which is recommended to be Council Member Graciela Ortiz, Council Member Karina Macias, Planning Commissioner Efren Martinez, City Manager Edgar Cisneros, and two (2) alternate members, first alternate Council Member Jhonny Pineda and second alternate Council Member Marilyn Sanabria.

**FISCAL IMPACT/FINANCING**

No fiscal impact.

**LEGAL REQUIREMENTS**

The City Council shall appoint all members of the committee. Committee members may be removed by the Majority of the City Council. All appointments or removal of Committee Members shall occur at an open meeting of the City Council. If removal of a Committee Member occurs, the City Clerk shall send notice to that Committee Member at the last address on file with the City.

Each Committee member's term shall be for a period of two (2) years, unless removed by the City Council.

If for any reason a vacancy occurs, it shall be filled by appointment by the Council for the unexpired portion of such term.

**CONCLUSION**

Upon Council approval, staff will proceed with recommendations.

Respectfully submitted,

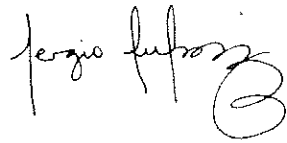


EDGAR P. CISNEROS  
City Manager

**RESOLUTION ESTABLISHIN AN ECONOMIC DEVELOPMENT COMMITTEE,  
GOVERNING COMMITTEE POLICIES, METHOD OF APPOINTMENT, GUIDELINES  
FOR THE CONDUCT OF MEETINGS AND OTHER RELATED MATTERS**

December 20, 2016

Page 3 of 3

A handwritten signature in black ink, appearing to read "Sergio Infanzon", with a stylized flourish at the end.

Sergio Infanzon  
Director of Community Development

**ATTACHMENT(S)**

- A. Resolution No. 2016-52, Establishing an Economic Development Committee, Governing Committee Policies, Method of Appointment, Guidelines for the Conduct of Meetings and Other Related Matters

## ATTACHMENT "A"



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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
HUNTINGTON PARK ADOPTING THE ESTABLISHMENT OF  
THE ECONOMIC DEVELOPMENT COMMITTEE, GOVERNING  
COMMITTEE POLICIES, METHOD OF APPOINTMENT,  
GUIDELINES FOR THE CONDUCT OF MEETINGS AND  
OTHER RELATED MATTERS**

The Economic Development Committee shall consist of the following four (4) regular members: Graciela Ortiz, Karina Macias, Efren Martinez and City Manager

1 Edgar Cisneros and two (2) alternate members from the City Council, First alternate  
2 shall be Jhonny Pineda and the second alternate shall be Marilyn Sanabria. Director  
3 of Community Development, and Manager of Economic Development shall serve as  
4 supporting staff to the committee. The Alternate member may participate in  
5 discussions of the proceedings in the absence of one of the 2 regular members that  
6 are representatives of the City Council. At no point shall there be more than 2 of the  
7 following members, Ortiz, Macias, Pineda or Sanabria at the same meeting if and  
8 while all 3 concurrently serve on the City Council.

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

10 The City Council shall appoint all members of the committee. Committee  
11 members may be removed by the Majority of the City Council. All appointments or  
12 removal of Committee Members shall occur at an open meeting of the City Council.  
13 If removal of a Committee Member occurs, the City Clerk shall send notice to that  
14 Committee Member at the last address on file with the City.

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

16 Each Committee member's term shall be for a period of two years, unless  
17 removed by the City Council.

18 **SECTION 6: Vacancy.**

19 If for any reason a vacancy occurs, it shall be filled by appointment by the  
20 Council for the unexpired portion of such term.

21 **SECTION 7: Quorum.**

22 A majority of the total number of members of the Committee shall constitute a  
23 quorum for the transaction of business, but a lesser number may adjourn from time  
24 to time for want of quorum and until a quorum can be obtained.

25 **SECTION 8: Organization.**

26 The Chair of the Committee shall be appointed by the majority of the  
27 committee. City staff shall act as the Committee Secretary. Staff liaisons shall act  
28 as the conduit for all communications to the City Council.

**SECTION 9: Meetings.**

The Economic Development Committee shall meet at least once a month. A  
majority of the four members shall constitute a quorum of the Committee. The place  
of such meetings shall be at City Hall unless otherwise designated by the City Council  
or approved by a majority of the total membership of the Committee.

**SECTION 10: Termination of Committee.**

1 Termination of the Committee shall be done at the will and vote of the City  
2 Council.

3 **SECTION 11: Compensation.**

4 No committee member shall receive compensation for any service rendered  
5 to the Committee.

6 **SECTION 12:**

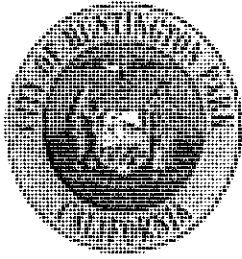
7 The City Clerk shall certify to the adoption of this Resolution.

8  
9 **PASSED, APPROVED AND ADOPTED THIS 20<sup>th</sup> day of December, 2016.**

10  
11 \_\_\_\_\_  
12 Graciela Ortiz  
13 Mayor

14 ATTEST:

15 \_\_\_\_\_  
16 Donna G. Schwartz, CMC  
17 City Clerk  
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## **CITY OF HUNTINGTON PARK**

Administration  
City Council Agenda Report

December 20, 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 THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE HUNTINGTON PARK POLICE OFFICERS' ASSOCIATION (POA)**

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

1. Approve the Memorandum of Understanding (MOU) for the period July 1, 2016 through June 30, 2019, with the Huntington Park Police Officers' Association (POA);
2. Adopt Resolution No. 2016-53 Approving and Adopting a Memorandum of Understanding (MOU) with the Huntington Park Police Officers' Association and Rescinding Resolution No. 2016-31; and
3. Approve additional budget appropriation of \$306,239 in order to offset the balance needed for Fiscal Year (FY) 2016-2017 payroll expenditures.

#### **BACKGROUND**

The City's Lead Negotiator or City Manager was given authorization to propose the revised terms reflected in the attached modifications to the Memorandum of Understanding with the Police Officers' Association (POA). The City's negotiating team and the POA's negotiating team have each agreed to the proposed changes.

If approved by the City Council, the proposed MOU would be in effect from July 1, 2016 through June 30, 2019. Upon adoption, provisions outlined would be implemented and changes enumerated in the MOU relating to wages, hours, benefits and other terms and conditions of employment for unit employees represented by the Police Officers' Association would be effected.

**RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU)  
WITH THE HUNTINGTON PARK POLICE OFFICERS' ASSOCIATION (POA)**

December 20, 2016

Page 2 of 3

The City Manager and POA believe this MOU is fair to the much appreciated and valued employees that serve the City's residents while being mindful of the City's current budget realities.

The MOU calls for a 3% base salary increase in FY 2016-17, 3% base salary increase in FY 2017-18 and a 2.25% base salary increase in FY 2018-19. No changes to COLA in Lieu leave hours until July 1, 2019 when it will sunset or would be eliminated. The POA will also receive the Cesar Chavez holiday benefit that other bargaining units have already received. The MOU also includes an additional longevity pay at 25 years with the City as a member of the POA, a \$150 Boot Allowance and a \$500 Signing Bonus upon ratification of the MOU. Finally, the MOU also calls for other non-monetary language clean-ups to address inconsistencies and to implement a "court on call" system that would ultimately be a cost-savings tool.

**FISCAL IMPACT/FINANCING**

Approving and Adopting the Memorandum of Understanding with the Huntington Park Police Officers' Association will require an additional budget appropriation of \$306,239 to cover the expenditures related to the payroll increase and related benefit increases for FY 16-17.

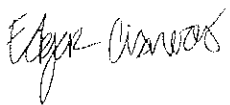
**LEGAL AND PROGRAM REQUIREMENTS**

Per the terms of the Memorandum of Understanding the City Council may renew the MOU and extend the term thereof. The City Attorney has reviewed the Memorandum of Understanding and a Resolution to consummate the approval and adoption of the MOU and Resolution respectively.

**CONCLUSION**

Upon approval by City Council, a fully executed Resolution and Memorandum of Understanding will be forwarded to the Police Officers' Association and the Finance Department will appropriate an additional amount of \$306,239 in the City's FY 16-17 Budget to cover the payroll increases.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager

**RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU)  
WITH THE HUNTINGTON PARK POLICE OFFICERS' ASSOCIATION (POA)**

December 20, 2016

Page 3 of 3

**ATTACHMENT(S)**

- A. Resolution No. 2016-56, Approving and Adopting a Memorandum of Understanding with the Huntington Park Police Officers' Association and Rescinding Resolution No. 2016-31.
- B. DRAFT Memorandum of Understanding (MOU) with the Huntington Park Police Officers' Association (POA).

## ATTACHMENT "A"

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RESOLUTION NO. 2016 - 56

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF HUNTINGTON PARK, CALIFORNIA,  
APPROVING AND ADOPTING A MEMORANDUM  
OF UNDERSTANDING WITH THE HUNTINGTON  
PARK POLICE OFFICERS' ASSOCIATION AND  
RESCINDING RESOLUTION NOS. 2016-31

**WHEREAS**, the Huntington Park Police Officers' Association (HPPOA) representatives and City representatives have met and conferred and approved a "Master" Memorandum of Understanding; and

**WHEREAS**, Resolution No. 2016-31 is superseded by this Resolution, is no longer applicable, and is hereby rescinded.

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

**SECTION 1.** The Master Memorandum of Understanding, a copy of which is attached hereto as Exhibit "A" and made part hereof, is hereby approved for the period, July 1, 2016 through June 30, 2019.

**SECTION 2.** The City Council hereby authorizes the Mayor, or the City Manager, to execute the Master Memorandum of Understanding on behalf of the City of Huntington Park.

**SECTION 3.** The City Manager and Director of Finance are hereby authorized to adjust the budget and the records of employees necessary to pay the salaries and costs related to the terms of the approved Master Memorandum of Understanding.

**SECTION 4.** Resolution No. 2016-31 is superseded by this Resolution and is hereby rescinded.

**SECTION 5.** This resolution shall take effect immediately upon its adoption

**SECTION 6.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 20th day of December, 2016.

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

ATTEST:

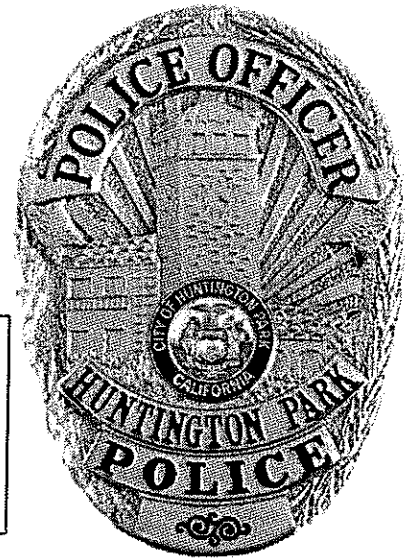
\_\_\_\_\_  
Donna G. Schwartz, City Clerk



## ATTACHMENT "B"

*Dedicated to service*

**DRAFT**



**Master  
Memorandum of Understanding  
Between  
City of Huntington Park  
and  
City of Huntington Park  
Police Officers' Association  
(POA)**

**July 1, 2016 through June 30, 2019**

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Commented [CM1]:

ARTICLE ONE

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF HUNTINGTON PARK, CALIFORNIA  
AND  
THE HUNTINGTON PARK POLICE OFFICERS' ASSOCIATION (HPPOA)

ARTICLE ONE:

EMPLOYEE AND EMPLOYER RIGHTS

I. **PARTIES TO THE MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding, hereinafter called the "MOU" is made by and between the City of Huntington Park, California, hereinafter called the "City" and the Huntington Park Police Officers' Association, hereinafter called "HPPOA" or "Association" representing the full-time, non-management, sworn police and certain non-sworn police safety classified employees of the City. This MOU is made pursuant to the California Government Code Section 3500, et seq. and the City's Employer-Employee Relations Resolution 69-76 as amended.

Commented [m2]: Updated MOU 2005-2008

II. **RECOGNITION FULL-TIME GENERAL CLASSIFIED EMPLOYEES**

The City hereby recognizes HPPOA as the exclusive representative of the full-time, non-management, sworn police and certain non-sworn police general employees in a unit comprised of those classifications, as set forth in Appendix "A," as amended, and attached hereto, pursuant to the City's Employer-Employee Relations Resolution No. 69-76, as amended, generally referred to and hereinafter called "HPPOA," "Police Officers' Association" or "Unit Employees."

Commented [m3]: Updated MOU 2005-2008

III. **BARGAINING UNIT CHANGES**

Any change in the classes which compose the Police Officers' Association HPPOA unit shall be in accordance with the provisions of the City's Employer-Employee Relations Resolution No.69-76, as amended.

IV. **NONDISCRIMINATION**

Commented [m4]: MOU 2008-2011

A. **POLICY**

No unit employee shall be subject to discrimination which is prohibited by applicable federal, state or local law. In accordance with this policy, the City agrees that no employee shall be interfered with, intimidated, restrained, coerced, employed, promoted, demoted, discharged or in any way favored or discriminated against because of political opinions or affiliations, race, religious belief, age, sex

## ARTICLE ONE

sexual orientation, gender orientation, physical or mental disability, or because of the exercise of his/her rights under this MOU.

### B. ASSOCIATION AGREES NOT TO DISCRIMINATE

In accordance with the above policy, HPPOA agrees not to discriminate against a unit employee because of the exercise of his or her rights granted under this MOU or with respect to admission to membership and the rights of membership in HPPOA for any of the above enumerated reasons.

### V. CONFIDENTIAL EMPLOYEES – EMPLOYEE RELATIONS

Commented [m5]: MOU 2008-2011

1. In accordance with G.C. Section 3507.5, California public agencies may designate certain key employees as confidential for Employee Relations purposes.
2. The confidential employees are generally those who have access to confidential or privileged information dealing with labor relations.
3. Those unit employees designated as confidential are not permitted to represent other employees of the agency in labor matters – negotiations or discipline hearings, for example – in order to avoid an obvious conflict of interest, the appearance of bad faith and the willful or inadvertent release of information that could seriously impair the labor-management relationships within the agency.
4. Upon agreement between the City and POA, certain incumbent unit employee(s) can be designated as confidential by the City Manager after meeting and conferring with the association. Those employees designated as Confidential-Employee Relations are prohibited from representing any employee organization or any matter within the scope of representation.
5. A designated confidential employee may be permitted to participate in certain labor relation functions if so approved in advance by the City Manager.

### VI. DUES/INSURANCE CHECK-OFF

Commented [m6]: Employer-Employee Resolution 69-76:  
Updated MOU 6/3/71

The City shall, on behalf of HPPOA during the term of this MOU shall do the following:

1. Provide official payroll deductions for HPPOA dues and approved insurance and welfare plan fees (uniform in dollar amount for all unit employees) to be deducted bi-weekly by the City from the salary of each unit employee who has filed a written authorization, on the appropriate City form, that such deduction be made.

## ARTICLE ONE

2. Assistance to HPPOA on a quarterly basis by identifying newly hired unit employees in the representation unit.
3. Distribution of HPPOA membership packets, if provided by the City, to newly hired unit employees in the representation unit; and
4. Inform all new hires in the representation unit that HPPOA is the employee organization designated as the representative of the employees in the unit.

### VII. INDEMNIFICATION

Commented [m7]: 2008-2011 MOU

HPPOA agrees to defend and indemnify and hold harmless the City against all claims and/or other forms of liability arising from the provisions of Article One, Section VI, of this MOU.

### VIII. USE OF CITY FACILITIES

Commented [m8]: Updated Resolution 69-76, Rule 4

1. Employee organizations may, with the prior approval of the Municipal Employee Relations Officer (City Manager), be granted the use of City facilities during non-work hours for meetings of unit employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of unit employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.
2. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and bulletin boards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

### IX. USE OF BULLETIN BOARDS

Commented [m9]: Resolution 69-76, Rule 5

HPPOA may use portions of City bulletin boards under the following conditions:

1. All materials must be dated and must identify the organization which published them.
2. The actual posting of materials will be done by the HPPOA. In the event that posted materials are, in the opinion of the department head, objectionable or interfere with the proper functioning of the department, the department head may order the material removed provided, however,

## ARTICLE ONE

the department head first discusses such removal order with the Municipal Employee Relations Officer (City Manager).

3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to HPPOA materials.
4. If HPPOA does not abide by these rules they will forfeit its right to have material posted on City bulletin boards.
5. The HPPOA shall be permitted to use the City's email system to communicate to its unit employees provided; however, the association and its members shall comply with the City's Information Technology Equipment policy and other regulations as set forth by the City.

### X. RIGHTS

Commented [m10]: 2008-2011 MOU

#### A. EMPLOYEE RIGHTS

1. Unit employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.
2. Unit employees also shall have the right to refuse to join or participate in the activities of employee organizations.
3. No unit employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

#### B. MANAGEMENT RIGHTS AND RESPONSIBILITIES

The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law to manage the City for the citizens of Huntington Park, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of Management shall include, but not be limited to, the following rights:

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1. To manage the city generally and to determine policies, procedures, and the right to manage the affairs of the City;
2. To determine the existence or nonexistence of facts, which are the bases of the Management decision;
3. To determine the necessity, organization, and implementation of any service or activity conducted by the City or other governmental jurisdictions, and expand or diminish services;
4. To determine the nature, manner, means, extent, type, quantity, quality and technology, standards, level and extent of services to be provided to the public;
5. To determine methods of financing;
6. To determine quality, quantity and types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations and services are to be conducted;
8. To plan, determine and manage City budget which includes changes in the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule unit employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;
10. To lay off unit employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive or not cost effective as determined by the City;
11. To establish and modify productivity and performance programs and standards;
12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;



## **ARTICLE ONE**

- 13.** To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;
- 14.** To hire, transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for nondisciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
- 15.** To determine policies, procedures and standards for selection, training and promotion of unit employees;
- 16.** To establish unit employee performance standards, including quality and quantity standards, and to require compliance therewith;
- 17.** To maintain order and efficiency in its facilities and operations;
- 18.** To establish and promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct, safety, health and order in the City and to require compliance therewith;
- 19.** To restrict the activity of an employee organization on City property and on City time except as set forth in the Employer-Employee Relations Resolution;
- 20.** To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or other time deemed necessary by the city not specified above.

### **C. IMPACT ON MANAGEMENT RIGHTS**

- 1.** The City agrees to meet and confer with the HPPOA, except in cases of emergencies defined in the MOU, over the exercise of a Management right which has significant impact upon the wages, hours and terms and conditions of employment of unit employees.
- 2.** Notwithstanding the above, if the proposed changes impact "Terms and Conditions of Employment" as defined by state law, the City shall comply with the meet and confer requirement as otherwise required by law.
- 3.** After meeting and conferring with HPPOA and if needed, exhausting impasse requirements as set forth in the City's Employer-Employee Relations Resolution 69-76 as amended, nothing shall prevent the City from implementing said management rights.

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### XI. PAID TIME OFF FOR HPPOA REPRESENTATIVES

Commented [m11]: 2008-2011 MOU

#### A. RELEASE TIME

1. Leave of Absence with Pay is authorized for representatives of HPPOA to attend employer relations related conferences, meetings, institutes, or similar affairs approved in advance by the Chief of Police (in addition to meet and confer sessions with City representatives).
2. Such leave is subject to the prior approval of the Chief of Police or City Manager.

#### B. LIMITATIONS

HPPOA agrees that any off-duty time shall not constitute hours worked for computation of overtime in the respective work period.

## ARTICLE TWO

### ARTICLE TWO:

#### SALARIES AND COMPENSATION

##### I. SALARIES

###### A. SALARY ADJUSTMENTS – July 2016

Effective on the first day of the pay period which includes July 1<sup>st</sup> of 2016, all classifications in the unit shall receive a three percent (3%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on March 2014.

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###### B. SALARY ADJUSTMENTS – July 2017

Effective on the first day of the pay period which includes July 1, 2017, all the classifications in the unit shall receive a three percent (3%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on July 2016.

###### C. SALARY ADJUSTMENTS – July 2018

Effective on the first day of the pay period which includes July 1, 2018, all the classifications in the unit shall receive a two and 25/100 percent (2.25%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on July 2017.

##### II. COLA IN LIEU LEAVE

The City of Huntington Park (City) and the Huntington Park Police Officers' Association (HPPOA) agreed to continue to provide one hundred (100) hours COLA in Lieu Leave per fiscal year (100 hours FY 2016/17; 100 hours FY 2017/18; 100 hours FY 2018/19) with no changes until July 1, 2019 when it will sunset. If another bona-fide bargaining unit keeps COLA in Lieu Leave hours after July 1, 2019, the POA shall be entitled to the same amount of hours. POA members hired after the ratification of this MOU will not be eligible for COLA in Lieu Leave.

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- a) COLA in Lieu Leave Conditions: The HPPOA agrees that the COLA in Lieu Leave cannot be taken if overtime will be required to backfill that employee's position. The HPPOA agrees that the one hundred (100) hours of COLA in Lieu Leave cannot be cashed out and will be on a "use it or lose it" basis the last pay period of the fiscal year. Any unused portion of the one hundred (100) hours of COLA in Lieu Leave will be lost by the employee if it is not utilized prior to the end of the day of the last pay period of the fiscal year. In an effort to minimize any loss of unused COLA in

## ARTICLE TWO

Lieu, members should begin no later than ninety (90) days prior to the expiration of any unused leave, to consult with department supervision and management in an effort to schedule use of remaining leave prior to the expiration date of any unused COLA in Lieu Leave.

- b) Subject to subsection b), above, COLA in Lieu Leave may be used or substituted for Holiday Leave time or Vacation Leave time.

### III. CITY'S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY

The City shall not be restricted in its ability to increase any of those salaries for unit employees as a result of reclassification study or if a determination is made by the City that it is not possible to recruit effectively or competitively for a classification in the unit. No such salary increases are mandated.

### IV. FIVE STEP SALARY SCHEDULE

Commented [m12]: Updated 1981-1983 MOU section 2.3

#### Step 1

- a) Shall be the entry level step for new unit employees in all classifications unless otherwise another step is approved by the City Manager.
- b) The City Manager may appoint a new employee to the maximum salary for the class if he/she determines that the candidate is exceptionally qualified or there has been difficulty in recruiting.
- c) A unit employee must serve at least six (6) months of satisfactory job performance in Step 1 to be eligible to advance to Step 2.

#### Step 2

A unit employee should receive this step after the completion of six (6) months of satisfactory job performance in Step 1 in the same classification.

#### Step 3

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 2 in the same classification

#### Step 4

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 3 in the same classification.

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### Step 5

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 4 in the same classification.

## V. STEP INCREASES – BASED ON MERIT

### A. NOT AUTOMATIC

No step increase in salary shall be automatic merely upon completion of a specific period of service.

### B. BASED ON MERIT

All increases shall be based on merit as established by record of the unit employee's job performance with at least a satisfactory job performance rating.

## VI. POLICE TRAINEE CLASSIFICATION – SALARY RANGE

### A. NON CIVIL SERVICE STATUS

The Police Officer Trainee classification shall be exempt from Civil Service status.

### B. SALARY RANGE

The salary range for Police Officer Trainee shall be approximately twenty percent (20%) below the Police Officer classification.

### C. TIME IN CLASS

1. A unit employee shall serve as a Police Officer Trainee no longer than twelve (12) months.
2. Upon successful completion of service as a Police Officer Trainee, the unit employee shall be appointed to the classification of Police Officer at Step 1.

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### D. TIME SERVED TOWARDS PROBATIONARY PERIOD

1. The time served by the unit employee as Police Officer Trainee shall count towards the probationary period for the Police Officer classification.
2. The total probationary time served in the classification of both Police Officer Trainee and Police Officer shall not exceed eighteen (18) months.

### E. POLICE OFFICER – 12 MONTH PROBATIONARY PERIOD

A unit employee hired directly into the classification of Police Officer shall serve a twelve (12) month probationary period.

## VII. PROBATIONARY PERIOD

Commented [m13]: Updated Civil Service Rules & Regs

### A. LENGTH OF PROBATIONARY PERIOD

1. All unit employees including all lateral transfers and except, demotions and promotions, shall serve a probationary period of twelve (12) full calendar months.
2. The probationary period may be extended by the approval of the Chief of Police and City Manager for the length of time of the total approved leave time taken (paid leave time or protected non pay leave time) taken during the unit employee's probationary period.

### B. "AT WILL" STATUS

1. During the probationary period, a unit employee serves as an "at will" status and may be dismissed with or without cause and with or without notice.
2. If a promoted unit employee fails their probationary period, they shall return to their former classification they held as permanent employee prior to the promotion, unless he/she is dismissed from the City service in the manner provided in Civil Service Rules and Regulations as amended and the personnel rules and regulations.

### C. PROMOTIONS

Promoted unit employees will serve a six (6) month probationary period.

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### VIII. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION

Commented [m14]: Updated Personnel Rules, section 1.5 - 1.8

#### A. REDUCTION OF UNIT SALARY RANGE

In the event the salary range assigned to any classification is reduced, all unit employees within such classification shall be reassigned to a classification in such lower range which most nearly corresponds to the salary being received by such unit employee at the time such range is reduced.

#### B. INCREASE OF SALARY RANGE OR CLASSIFICATION

In the event the salary range assigned to any classification is increased, all unit employees within such classification will be reassigned to the step to which such unit employee was assigned immediately prior to such increase.

#### C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE

1. Any unit employee voluntarily transferred or demoted to a classification where a lower salary range is assigned shall be placed at a salary step in a lower salary range which is closest to the unit employee's salary step immediately prior to such voluntary transfer or demotion.
2. Upon such transfer or demotion, such unit employee shall be entitled to annual increases as authorized for their new classification as a salaried full-time employee.

#### D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE

1. Any unit employee receiving promotion to a higher classification to which a higher salary range is assigned shall receive compensation at the step within the assigned range which will result in at least a one-step increase in salary over that being received by such employee immediately prior to such promotion, or to the lowest step in the salary range of such higher classification, whichever results in a greater increase.
2. After promotion to a higher classification, or transfer to a classification to which a higher salary range is assigned, such employee will be eligible for regular step increase for their new classification.

## ARTICLE TWO

### IX. ANNIVERSARY DATE

Commented [m15]: Updated, Personnel Rules, Section 2

#### A. DATE OF INITIAL HIRE

1. For all purposes, except eligibility for salary increases which uses the date of promotion to a higher class, a unit employee's anniversary date, including Police Officer Trainee, shall be the date of initial hire with the City as a salaried full-time employee.
2. In cases of reemployment of a unit employee who has left the City longer than one (1) year, the anniversary date shall be the effective date of reemployment as a salaried full-time employee, less the time the unit employee was on approved leave of absence.

#### B. LIMITATIONS

Salary range adjustments for a classification will not set a new salary anniversary date for unit employees serving in that classification.

### X. EQUIVALENT BIWEEKLY, MONTHLY AND ANNUAL RATE

Commented [m16]: New

1. Equivalent biweekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.
2. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two-thousand eighty (2080) hours.
3. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

### XI. FREQUENCY OF PAYCHECK ISSUANCE

Commented [m17]: Updated, Personnel Rules & Rags

Current unit employees shall be paid bi-weekly, once every two (2) weeks, either by paycheck or by direct deposit, as elected by the unit employee.



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### XII. PAYROLL WITHHOLDING CHANGES

Commented [m18]: New, changed time frame 7/12.

1. Unit employee must submit any changes in payroll withholdings at least fourteen (14) calendar days in advance of the implementation of said withholdings.
2. If a unit employee, due to an emergency situation, requests to have withholding to be effective in less than fourteen (14) calendar days, they may appeal to the City's Personnel Supervisor who may grant or deny employees request.

### XIII. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

Commented [m19]: 2008-2011 MOU

#### A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

1. City agrees to provide a deferred compensation plan for unit employees covered herein pursuant to IRS Code Section 457.
2. If more than one plan is offered, unit employees shall be limited to participation in one (1) plan at a time.

#### B. PLAN DOCUMENTS AND RULES

Plan documents and participation rules under Section 457 are maintained by and available from the Human Resources Division.

#### C. CHANGING YOUR CONTRIBUTION

Unit employees may reduce or increase the amount of their bi-weekly deferred compensation contribution at any time with advance written notice on the appropriate form to the Human Resources Division.

#### D. LIMITATIONS

The City does not warrant that amounts deposited in the deferred compensation plans are "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.

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### XIV. SENIOR POLICE OFFICER CLASSIFICATION

Commented [m20]: MOU 1987-89 sect. 4

#### A. PURPOSE

The Senior Police Officer classification was created to provide a working supervisor and lead officer to subordinate police department employees.

#### B. CIVIL SERVICE STATUS

The Senior Police Officer classification has Civil Service status subject to the City's Civil Service Rules and Regulations.

#### C. SALARY

The top salary, Step 5, for Senior Police Officer classification shall be five percent (5%) higher than that of the Police Officer classification Step 5.

#### D. SENIOR POLICE OFFICER REPLACED DETECTIVE ASSIGNMENT PAY

1. Effective July 1, 1987, it is understood and agreed by both parties that the establishment of the Senior Police Officer classification replaced and eliminated Detectives assignment pay which was previously provided to Police Officers regularly assigned to the Detective Bureau.
2. The City agrees to maintain twenty (20) Senior Police Officer positions.

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### XV. ACTING PAY

Commented [m21]: Updated, Personnel Rules & Regs. Section 1.8

#### A. ELIGIBILITY

1. Any unit employee who is required in writing to, and does act and perform duties included within a vacant higher classification and which are broader than the specifications governing such employee's position shall be eligible for acting pay upon written approval by corresponding department head and the City Manager.
2. To be eligible, the unit employee must have actually worked in the acting higher classification a minimum of five (5) consecutive scheduled work days, including official paid holidays.
3. To be eligible, the unit employee who is a supervisor must actually work in the acting classification a minimum of seven (7) consecutive scheduled work days or fifty-six (56) consecutive scheduled working hours, including paid holidays.

#### B. COMPENSATION

1. A unit employee approved for acting pay:
  - Shall be paid the hourly rate for the acting classification which is a minimum of five percent (5%) above the current base salary of the employee's permanent position, or Step "1" of the acting classification whichever is greater; and
  - Shall in no instance be entitled to be paid more than Step "5" of the acting classification.
2. During that period of acting service a unit employee shall be paid at the acting pay rate when off on an official City holiday or sick leave, and
3. A unit employee working overtime or call back during acting assignment shall be paid at the acting pay rate for such time.
4. A unit employee receiving acting pay as set forth above shall continue to receive the benefits associated with his/her permanent position and not the benefits associated with the acting position.

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### C. LIMITATIONS

1. The City strongly encourages departments not to use acting pay longer than six (6) months assignments unless extension is approved in writing by both the Chief of Police and City Manager.
2. Acting assignments are not provisional appointments.

## XVI. FIELD TRAINING OFFICER PAY

Commented [m22]: Reso 2007-14

### A. PURPOSE

The purpose of the Field Training Officer (FTO) program is to have experienced Police Officers or Senior Police Officers help train and develop new sworn Police employees in their Police skills, abilities and knowledge.

### B. APPOINTMENT AND LENGTH OF ASSIGNMENT

The Chief of Police has the total discretion as to what Police Officer or Senior Police Officer shall be assigned as a Field Training Officer (FTO).

### C. COMPENSATION

1. Police Officers and Senior Police Officers working the 4/10 work schedule assigned to serve as a Field Training Officer (FTO) shall be compensated an additional pay of One-Hundred dollars (\$100) per work week or prorated per day worked.
2.
  - a) Police Officers or Senior Police Officers assigned to serve as a Field Training Officer (FTO) who works a shift in the Hybrid 3 x 13.20 (Weekends) work schedule shall be compensated Thirty-Three dollars (\$33.00) per shift, not to exceed One-Hundred dollars (\$100.00) in a workweek.
  - b) The Thirty-Three dollars (\$33.00) rate shall only apply to FTO work conducted on the 3 x 13.5; 13..5; 13.0 Hybrid schedule.
  - c) If an FTO works a shift in the 4/10 (weekday) schedule, the compensation shall be Twenty-Five dollars (\$25.00) per shift.
  - d) However, the FTO compensation limit of One-Hundred dollars (\$100.00) per workweek still applies and shall not be exceeded if an FTO works an extra shift during the workweek.

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### XVII. BILINGUAL PROGRAM

Commented [m23]: Updated, July 1, 2001 – June 30, 2005  
MOU

#### A. PURPOSE

1. The purpose of the Bilingual Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community.
2. The service is provided through certain selected unit employees who have been certified as proficient in a designated foreign language which is regularly utilized in providing services to the community.

#### B. QUALIFICATION

1. Unit employees that deal with the public and are in designated classes eligible to serve as a bilingual translator and pass a test given by the City to be certified to qualify.
2. The Human Resources Division will conduct the proficiency tests, as needed, in designated language.
3. The Human Resources Division will then certify an eligible list of qualified bilingual translators so certified to perform technical bilingual skills including reading, writing, and translation.

#### C. COMPENSATION

Eligible certified unit employees shall receive compensation in the amount of One-Hundred Seventy-Five (\$175.00) dollars per month above their base salary.

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### XVIII. MOTORCYCLE DUTY PAY

Commented [m24]: 2008-2011 MOU

#### A. PURPOSE

1. The purpose of the specialized motorcycle duty assignment is to provide the Police Department with selected qualified unit employees who are responsible for performing selected traffic enforcement, direction and control.
2. Unit employees selected for this assignment will be required to obtain and maintain specialized skills in addition to those of a Police Officer, which are unique to motorcycle duty.
3. Unit employees assigned to motorcycle duty must demonstrate a proficiency to operate a motorcycle as required by Police Management.

#### B. COMPENSATION

Commented [m25]: MOU 92-95, pg 3

1. Unit employees in the classification of Police Officer, Senior Police Officer, or Police Sergeant who are assigned by Police Management to a two-wheel motorcycle and has performed the duties of Motor Officer on five (5) or more work days shall receive extra compensation in the amount of One-Hundred dollars (\$100.00) per month above their base salary and paid biweekly.
2. Effective July 1, 2009, Motorcycle Duty Pay shall increase from One Hundred dollars (\$100.00) to One Hundred and Fifty dollars (\$150.00) per month above.
3. This compensation is granted in recognition of the hazardous nature of the assigned duties and responsibilities of the motorcycle duty assignment, including any time spent on maintenance and cleaning performed by unit employee on motorcycle.

#### C. LIMITATIONS

Commented [m26]: C.2 2008-2011 MOU

1. This extra compensation shall be paid only during those periods or portion thereof when such employees are actually assigned to two-wheel motorcycle duty.
2. However, should a unit employee assigned to motorcycle duty be unable to perform that function due to a non-job related illness or injury for a period of twenty-one (21) calendar days or more and until the day he/she returned to this full duty assignment.

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### XIX. P.O.S.T. EDUCATIONAL INCENTIVE PROGRAM

**Commented [m27]:** Language revised 2008-2011 MOU; replaces MOU 95-98

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#### A. PURPOSE

The purpose of the educational incentive program is to motivate unit employees to achieve higher educational and professional law enforcement-related standards, and enhance career development. Additionally, this program is predicated upon a combination of appropriate education, training and experience, as established by standards set forth by P.O.S.T.

#### B. COMPENSATION

**Commented [m28]:** MOU 98-01

1. Unit employees who possess one of the following P.O.S.T. certificates awarded by the Commission on Peace Officer Standards and Training (P.O.S.T.) or have obtained a college bachelor's degree (BA/BS) shall receive additional compensation above their base salary as follows:

P.O.S.T. PAY	
<b>• Intermediate P.O.S.T. Certificate or BA/BS in any major</b>	
Police Officer	5%
Senior Police Officer	5%
Police Sergeant	5%
<b>• Advanced P.O.S.T. Certificate or BA/BS in Administration of Justice, Criminal Justice or equivalent degree</b>	
Police Officer	10%
Senior Police Officer	10%
Police Sergeant	10%

2. Such compensation shall commence on the pay period following the eligible unit employee meeting the eligibility requirements for the P.O.S.T. certificate.

#### C. LIMITATIONS

1. This extra compensation shall be awarded only for the highest achieved certificate as specified in the above section.
2. The minimum specified standards shall be at least those prescribed by P.O.S.T. as of the effective date of this agreement.

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### XX. LONGEVITY PAY

Commented [m29]: MOU 2008-2011 -- prior language 2006-64, 07/01/05-06/30/08 Sunsets 9/30/08

#### A. PURPOSE

The purpose of the Longevity Pay is to recognize unit employees who have served a minimum of twenty (20) years and twenty-five (25) years of full time salaried service time with the City of Huntington Park in a classification represented by the HPPOA.

#### B. COMPENSATION

Commented [m30]: 2008-2011 MOU

Eligible unit employees in their respective classification shall receive the following additional longevity compensation above their base salary per month:

LONGEVITY		
CLASSIFICATION	20 Years	25 Years
Police Sergeant/Adv POST	\$870	8% of salary*
Senior Police Officer/Adv POST	\$780	8% of salary *
Police Officer/Adv POST	\$745	8% of salary *
Communications Operator Supervisor	\$605	8% of salary *
Communications Operator	\$550	8% of salary *
Property and Evidence Specialist	\$540	8% of salary *
Community Service Officer	\$520	8% of salary *
Jailer	\$470	8% of salary *
Parking Enforcement Officer	\$435	8% of salary *

\*Immediately upon seven (7) or more members becoming eligible for the longevity pay, the parties agree to meet and confer to discuss possible revisions to the longevity bonus structure.



## ARTICLE TWO

### XXI. QUARTERLY RANGE PAY

Commented [m31]: Reso 2006-64 2005-2008

#### A. REQUIRED TO ATTEND RANGE QUALIFICATION

Unit employees that may be required to attend by Police Management range qualification after their regular scheduled work shift for firearm qualifications shall be compensated two (2) hours paid at time and one-half (1.5) their regular base hourly rate of pay with a minimum of two (2) hours of overtime up to the actual time spent qualifying at the range.

#### B. PERISHABLE SKILLS TRAINING

Police Management may require unit employees to attend Perishable Skills Training on or off duty in addition to Firearm qualifications.

### XXII. TEMPORARY ASSIGNMENTS

#### A. LIMITATIONS

Commented [m32]: 2008-2011 MOU

All assignments and assignment pays, skill pays and additional compensation including but not limited to those referenced herein (acting pay, FTO, bilingual pay, motorcycle duty pay) above are:

- Temporary assignments,
- Not a separate job classification,
- Do not have civil service status,
- Are not subject to civil service selection procedures, appeals or seniority,
- Do not have any property rights, and
- May be revoked by Police Management at any time for job related reasons or operational necessity.

## ARTICLE TWO

### B. NOT ENTITLED TO ADMINISTRATIVE APPEAL

Commented [m33]: 2008-2011 MOU

1. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal unless the unit employees alleges the transfer was for punitive/discipline reasons.
2. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

### XXIII. SIGN IN BONUS

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Members of the POA on the date this MOU is fully executed shall be entitled to a one-time bonus payment of \$500. Any person becoming a member of the POA after the MOU's execution date shall not be eligible to receive this one-time bonus payment.

## ARTICLE THREE

### ARTICLE THREE:

#### WORK PERIODS, SCHEDULES AND OVERTIME

##### **I. ESTABLISHING AND POSTING WORK SCHEDULES**

Commented [m34]: 2008-2011 MOU

1. The City shall establish work schedules for unit employees. The work schedule shall specify the days of the week and the daily starting and quitting times.
2. Work schedules shall be posted by the City in such a manner so all employees may be aware of the work schedule.

##### **II. WORK PERIODS – UNIT EMPLOYEE**

Commented [m35]: 2008-2011 MOU

###### **A. SEVEN (7) DAY WORK WEEK**

The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

###### **B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ENDING**

The seven (7) day work period shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by Police Management.

##### **III. WORK SCHEDULES/WORK SHIFTS**

###### **A. CITY WORK SCHEDULES**

City work schedules shall be as herein defined, except as otherwise provided for in this agreement:

###### **1. 5/40 Work Schedules**

Commented [m36]: Updated 7/1989 – 11/1/1989 MOU, Section 4

The 5/40 work schedule shall consist of five (5) consecutive workdays consisting of eight (8) consecutive work hours in each seven (7) consecutive calendar day period, inclusive of any meal periods assigned by Police Management.

## ARTICLE THREE

### 2. 4/10 (Weekdays) Work Schedule:

Commented [m37]: Updated, 7/1/1989 – 11/1/198 MOU

- a) The weekdays 4/10 work shift shall consist of three (3) shifts (Day shift, Swing shift, and Graveyard).
- b) Weekday shift will cover Tuesday through Friday.
- c) The weekday shifts shall consist of four (4) ten (10) hour shift per week.
- d) It is the goal of the City that shifts should consist of one (1) Police Sergeant, one (1) Senior Officer, and three (3) Police Officers (four (4) Officer shifts) as a minimum.
- e) In the event of an emergency, Police management may alter the work schedule for the duration of the emergency.

### 3. 3x13.0;13.50;13.50 (Weekends) "Hybrid" Work Schedule:

Commented [m38]: Program authorized 1/2/08 – Side Letter. Sunsets 3/08

- a) The weekend: Saturday and Sunday 13.5 hours each; Monday 13.0 hours work shift shall consist of two (2) fully staffed shifts and one (1) cover shift (Dayshift, Cover shift, or Graveyard).
- b) The weekend work will cover Saturday through Monday.
- c) The weekend shift shall consist of two (2) thirteen (13) hours and thirty (30) minute shifts and one (1) thirteen (13) hours shifts per week.
- d) It is the goal of the City that day shift and graveyard shifts should consist of one (1) Sergeant, one (1) Senior Officer, and four (4) Police Officers (five (5) Officer shifts).
- e) The cover shift should consist of one (1) Police Sergeant and two (2) Police Officers (two (2) Officer shifts).
- f) In the event of an emergency, Police management may alter the work schedule for the duration of the emergency.

### ARTICLE THREE

- 4. Elimination of 3x13.0; 13.50; 13.50 "Hybrid" Work Schedule**
- a) Upon elimination of the Hybrid schedule, if ever, the FTO pay shall return to Twenty-Five dollars (\$25.00) per shift, up to One-Hundred dollars (\$100.00) in a workweek.
  - b) Upon elimination of the "Hybrid" work schedule, if ever, the work schedule shall revert back to a 4/10 work schedule.

#### IV. PUNCTUALITY/TARDINESS

Commented [m39]: 2008-2011 MOU: Punctuality/Tardiness

##### A. POLICY

It is a job requirement for all unit employees to report to work at their required work schedule starting time. Lack of punctuality has a negative impact on City's work productivity and therefore tardiness shall not be tolerated.

##### B. NO PAY FOR TARDINESS

Any unapproved tardiness time that is seven (7) minutes or more from the unit employee assigned work starting time shall not be paid and therefore shall be "Docked" for the time so tardy in increments of 15 minutes or more.

##### C. NO USE OF LEAVE TIME BENEFITS

Unit employees who are "Docked" any time for unapproved tardiness may not use any accumulated leave time benefits (Annual Sick Leave or Sick Leave Bank) to cover tardy unpaid time unless approved by the department head or their designee.

##### D. DISCIPLINARY ACTION

If any unit employee who is continually tardy, including one (1) minute or more late for his/hers work starting time on a continuous basis, the department head has the right to take appropriate disciplinary action on the tardy unit employee.

#### V. OVERTIME

##### A. POLICY

It is policy of the City that overtime work is to be discouraged. All overtime work must be approved in advance by the department head or designee. Whenever the public interest or necessity requires it, any department head may require any unit employee in such department to perform overtime work. No overtime work compensation shall be allowed unless such overtime work has

### ARTICLE THREE

been approved as herein provided and is properly reported on the time cards/sheets on file in the appropriate City office.

#### **B. DEFINITION AND ELIGIBILITY**

##### **FULL TIME UNIT EMPLOYEES – 40 HOURS PER 7 DAY WORK PERIOD**

Full-time unit employees who work a minimum of eight (8) hours per day and forty (40) hours per seven-day work period, who are required to work in excess of their regularly scheduled forty (40) hour work week, shall be paid overtime at one and one-half (1½) times their hourly rate for all hours worked in their work period in excess of forty (40) hours, except as provided below.

#### **C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME**

Each workday a unit employee is off duty on an authorized paid leave of absence; i.e. holiday, vacation leave, comp time, except for sick leave, during the scheduled workweek shall be considered work time by the unit employee for the purpose of establishing eligibility for overtime in the seven (7) day work period.

#### **D. APPROVAL OF OVERTIME**

All overtime must be approved in advance by Police Management or authorized supervisor.

#### **E. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE**

Commented [m40]: Current Practice

1. Overtime shall be credited in tenths of time worked of fifteen (15) minutes or more per work day.
2. Time so worked of less than seven (7) minutes of an hour shall be considered incidental and shall not be credited.
3. Time worked in excess of seven (7) minutes shall be rounded up to fifteen (15) minutes for overtime credit.

#### **F. REGULAR DAY OFF WORKED**

Unit employees required to work on a regularly scheduled day off shall receive overtime pay for hours actually worked at their overtime rate of pay.

#### **G. REGULAR HOURLY RATE OF COMPENSATION – 40 HOUR WORKWEEK**

The regular hourly rate of compensation for employees on a forty (40) hour week work schedule shall be 1/173.33 of the employee's monthly salary. The regular

### ARTICLE THREE

hourly rate of compensation shall be determined in accordance with the requirements set forth in the Fair Labor Standards Act (FLSA).

#### H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND COMPENSATORY TIME

1. For the purpose of computing the number of hours worked as they relate to overtime and seniority, time during which a unit employee is excused from work because of holidays, vacations, and compensatory time off, shall be considered as time worked by the unit employee.
2. Sick leave taken shall not be credited as work time towards the number of work hours for the purposes of overtime.

#### VI. TIME WORKED

Commented [m41]: 2008-2011 MOU

##### A. TIME WORKED – 7 DAY WORK PERIOD

The following activities shall not be considered work time, except as provided for in this agreement:

1. Leave of absence taken for sick leave or IOD.
2. All travel time to work and returning home in either personal or City vehicle.
3. All time in off-duty training assignments (Homework, study time, mealtime, sleep time, etc.) except as otherwise provided by this agreement.
4. All off-duty travel to training sites and returning home, except as otherwise provided for by this agreement.
5. All time putting on/taking off uniforms, unless required by law.
6. All time for personal preparation and clean up.
7. All off-duty time spent in vehicle and/or, equipment.
8. All time worked for which unit employees have already been paid at one and one-half (1 ½) times their regular rate of pay within their 40 hour work period.

### ARTICLE THREE

9. All time assigned on standby assignment and/or assigned electronic recall devices.
10. Any time not authorized as work time.
11. Any time spent by unit employees in an Employee Wellness Program (EAP).

#### VII. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING TIME

Commented [m42]: Updated, Personnel Rules & Regs., Section 8.4

##### A. ADVANCED APPROVAL

All out-of-town trips and training time, including attendance at lectures, meetings, training programs and similar events must be approved in advance by the department head.

##### B. ONE DAY TRAVEL TRIPS

One-Day Trips travel time for training programs is not counted as time worked, if a unit employee is traveling to another location and travel time is comparable to the normal commute time. Any meal period while traveling is not time worked.



## ARTICLE THREE

### C. OVERNIGHT TRIPS

1. On Overnight Trips the unit employee's normal hours of work shall exclude meal time and sleep time. The City shall count as time worked either the time spent driving or the time it would have taken on the public transportation, if the employee is offered public transportation and chooses to travel by automobile.
2. Any trip or training time not authorized by the Chief of Police or designee is not treated as time worked if all of the following criteria are met:
  - a) Attendance is outside the employee's normal working hours;
  - b) Attendance is voluntary;
  - c) The training course is not directly related to the unit employee's job; and
  - d) The unit employee does not perform any significant job related work while in attendance.
3. If a unit employee voluntarily attends a conference, seminar, a school, college, university, or trade school after hours, the time is not considered as time worked even if the City contributes any incidental expenses. A unit employee's voluntary training for another job or training to add new or additional skills is not considered as directly related to the unit employee's job.

### D. TRAINING DAY OCCURS ON EMPLOYEE WORK DAY

If a unit employee is assigned to a full day of training of eight (8) hours or more on their scheduled work day, then said training day shall serve as the affected unit employees full work day.

## VIII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES

Commented [m43]: 2008-2011 MOU

### A. BREAK-REST PERIOD DEFINED

Break-rest periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

## ARTICLE THREE

### B. BREAK-REST PERIOD SCHEDULING

1. Break-rest periods are scheduled and/or rescheduled by Police Management so as not to impair service and as job requirements dictate.
2. Unit employees may receive:
  - Two (2) paid break-rest periods of fifteen (15) minutes each for each scheduled work day actually worked; and
  - One (1) paid break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked.

### C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION

The duration of a break-rest period shall consist of fifteen (15) minutes of cessation of work and will include time involved in going to and from a rest area unless otherwise authorized by this agreement.

### D. LIMITATIONS

1. Break-rest periods are non-cumulative and shall not be added to any meal time, vacation, or any other form of authorized absence from work, unless authorized by Police Management.
2. Break-rest periods may not be used within the first or last two (2) hours of the scheduled work period or the end of a work shift unless authorized by Police Management.

## IX. MEAL TIME

Commented [m44]: 2008-2011 MOU

### A. MEAL TIME SCHEDULING

The schedule for meal times shall be determined by Police Management in consideration of the continuity of services provided to the public and the convenience of the unit employee.

### B. MEAL TIME ONE-HALF (½) HOUR DURATION

1. The normal paid meal time shall be one-half (½) hour in duration.
2. In no case will paid meal time be permitted to exceed one (1) hour, unless approved by Police Management.

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### C. LIMITATIONS

1. Meal time is non-cumulative and shall not be added to any break-rest time, vacation, or any other form of authorized absence from work, unless authorized by Police Management.
2. Meal time may not be used at the beginning or the end of a work shift unless authorized by Police Management.
3. All meal time taken is considered on-duty subject to call for both sworn and non-sworn unit employees.

### X. CALL BACK PAY (UNSCHEDULED)

Commented [m45]: Updated, 1983-84 MOU, Section 6

#### A. PURPOSE

1. Call-back work is unscheduled time worked performed by an off-duty unit employee called-back to work after they have completed their regular work schedule and have left the work area or are on their day off.
2. The City shall, when possible, make available to qualified unit employees an equitable distribution of call-back pay within their assigned section.

#### B. COMPENSATION

1. The unit employee eligible for Call-back pay as set forth in this section and if their actual Call-back time is two and three quarters (2 ¾) hours or less they shall be compensated a minimum guarantee of four (4) hours of straight time pay.
2. If the unit employee eligible for Call-back pay as set forth in this section and if the actual Call-back time is more than two and three quarters (2 ¾) hours, they shall be compensated at time and one-half (1.5) at their regular rate of pay for all hours worked on their Call-back assignment.

#### C. LIMITATIONS

1. Off-duty shall not mean any overtime or thirty (30) minutes from the beginning of a regular assigned work shift.
2. The four (4) hour minimum shall not apply if the unit employee is called-in prior to the unit employees regular schedule work period and instead

### ARTICLE THREE

shall receive overtime pay at one and one-half (1.5) times the unit regular rate of pay.

3. Another call back during the original or initial four (4) hour period shall not be treated as a new call back and shall not require a new four (4) hour minimum and all such subsequent Call-backs, shall be for actual hours worked plus reasonable travel time. In this event, the unit employee shall be paid for the actual time worked.

#### **XI. ON-CALL DUTY PAY (SECTION WILL BE REVISED WITH COURT ON-CALL PAY – LANGUAGE TO FOLLOW)**

Commented [m46]: "Stand-By" 2006-64 7/05-6/08

##### **A. DEFINITION**

On-Call Duty for unit employees shall be defined as that circumstance which requires a unit employee to:

1. Be ready to respond immediately to a call for service;
2. Be readily available at all hours by telephone, pager or other communication equipment; and
3. Refrain from activities that might impair his/her assigned duties upon call;
4. With the approval of the City Manager, the Chief of Police may assign a unit employee or group of unit employees to Standby Duty.

##### **B. ASSIGNMENT**

1. On-Call duty is normally assigned in one-week increments;
2. On-Call duty will be distributed among those employees deemed qualified and competent by Police Management;

## ARTICLE THREE

### C. COMPENSATION

1. Unit employees who are assigned by the Chief of Police to On-Call duty shall receive One-Hundred Seventy-Five Dollars (\$175.00) per week for On-Call duty.
2. Where an assignment is for less than a full week the allowance will be prorated based on the period assigned to On-Call duty.
3. If called to duty while on On-Call duty, the unit employee shall be compensated in accordance with the applicable Call-Back policy and the On-Call allowance shall not be interrupted.

### D. NOT ELIGIBLE FOR ON-CALL PAY

1. It is agreed that other unit employees may have a responsibility to respond to paging or phone messages, and if contacted may be ordered to respond under the Call-Back provisions of the MOU, but are not required to On-Call under the terms of this Agreement.
2. The use of pagers, cell or other communication device is voluntary unless the employee is placed in On-Call assignment.

## XII. ASSIGNMENT OF OVERTIME

Except as otherwise provided for in this Agreement, Police Management retains the right to determine the assignment of overtime or stand-by to any qualified unit employee based upon availability, eligibility and seniority.

Commented [m47]: 2008-2011 MOU

## XIII. COMPENSATORY TIME

### A. ELIGIBILITY

Unit employees may choose to have overtime hours worked or compensated at the rate of one and one-half (1½) times the employee's regular rate of pay or converted to compensatory time in-lieu of overtime payment.

### B. AUTHORIZATION

When specifically authorized in advance by the City Manager, appointing authority or designee, and when operational scheduling and staffing permits, unit employees may be allowed to accumulate and use compensatory time off in-lieu of pay for overtime hours worked.

Commented [m48]: Updated, 2001-2005, sect. 7

## ARTICLE THREE

### C. ACCUMULATION OF COMPENSATORY TIME BANK

Commented [m49]: Existing practice

1. Compensatory time will be accumulated on the basis of one-and-one-half (1 ½) hours for each one (1) hours worked in excess of the scheduled workday or workweek.
2. The maximum number of compensatory hours that may be accumulated is eighty (80) hours at the straight time hourly rate (53.33 comp time hours x 1.5 = 80 hours), which may be carried until the end of the fiscal year and used as time off, or which may be paid to the unit employee upon separation from service for any reason.
3. Effective July 1, 2009, the maximum number of compensatory hours that maybe accumulated is one-hundred (100) hours at the straight time hourly rate (66.67 compensatory time hours' x 1.5 = 100 hours) which may be paid to the unit employee upon separation from service for any reason.
4. Once the maximum has been accumulated, any additional compensatory overtime accrual submitted through payroll will be automatically paid to the unit employee on the succeeding paycheck.
5. For time earned from July 1 through June 30 of each Fiscal Year, the unit employee must request, in writing the option to carry over all or partial of their accumulated unused Compensatory Time, if any. The remaining compensatory time off balance shall be paid out the first pay period in the new fiscal year.

### D. SCHEDULING AND USE OF COMPENSATORY TIME

1. The scheduling of compensatory time off shall be handled the same as the scheduling of vacation time off.
2. Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and the unit employee.
3. All compensatory time utilized as paid leave by a unit employee shall be debited from the unit employee's compensatory time bank

### E. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE

In the event of termination from the City for any reason, the unit employee shall be entitled to cash payment of one-hundred percent (100%) of an accumulated

### ARTICLE THREE

unused compensatory time at termination paid at the unit employee's straight time base hourly rate, including POST pay, if any.

#### XIV. COURT TIME PAY

Commented [m50]: Reso 2006-64; 7/05-6/08 clarified

##### A. COMPENSATION

1. The Unit employees required to attend court sessions outside their regular scheduled duty work shift and if they are in court two and three quarters (2¾) hours or less they shall be compensated a minimum guarantee of four (4) hours at straight time pay.
2. If the unit employee is in court session outside their regular schedule duty work for more than two and three quarters (2¾) hours they shall be compensated at time and one-half (1.5) at their regular hourly pay rate for all hours spend in their court duty assignment that day.

##### B. REQUIREMENT

1. Employees required to make court appearances shall clock in with subpoenas while first arriving at station or court house and punch out the subpoena when the officer concludes their court appearance.
2. On-Call subpoenas are considered court appearance subject to this section.
3. If the unit employee voluntarily elects to go "On-Call" for court and does not physically appear it is understood they do not receive court time compensation.

## ARTICLE FOUR

### ARTICLE FOUR:

#### SUPPLEMENTAL BENEFITS

#### I. RETIREMENT

##### A. CalPERS RETIREMENT BENEFITS

The City agrees to provide retirement benefits to eligible unit employees hired prior to ratification of this contract under the California Public Employees' Retirement System (CalPERS) as follows:

**Commented [m51]:** Updated, City's CalPERS Contract

Government Code Section	Benefit
20042	<b>One Year Final Compensation:</b> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
7522.32	<b>Three Year Final Compensation:</b> For new PEPRA members, provides that final compensation means the highest average annual pensionable compensation earned by a member during a period of at least 36 consecutive months. Also prohibits a public employer from adopting a final compensation period of less than three years for classic members who are currently subject to a three-year final compensation period.
20055	<b>Prior Service Credit:</b> Unit employees may be eligible to purchase prior service credit.
20124	<b>Military Service Credit as Public Service:</b> Unit employees may elect to purchase up to four (4) years of service credit.
20965	<b>Credit for Unused Sick Leave:</b> Unit employees may be eligible to convert unused sick leave hours at time of retirement to additional service time.
21329	<b>Two percent (2%) COLA:</b> Beginning the 2 <sup>nd</sup> calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI.
21354	<b>2% @ 55 for Local Miscellaneous Members:</b> Base retirement plan of two percent (2%) at age 55 for all eligible unit employees.
21353	<b>2% @ 60 for Local Miscellaneous Members:</b> Base retirement plan of two percent (2%) at age 60 for all eligible unit CalPERS members hired 12/30/12 or after.
7522.20	<b>2% @ 62 for Local Miscellaneous Members:</b> Base retirement plan of two percent (2%) at age 62 for new CalPERS members hired 1/1/13 or after.
21362.2	<b>3% @ 50 for Safety Members:</b> Base retirement plan of three percent (3%) at age 50 for all eligible unit employees.

**Commented [m52]:** MOU 92-95

**Commented [m53]:** MOU 98-01

**Commented [m54]:** MOU 91-92

**Commented [m55]:** MOU 01-05



## ARTICLE FOUR

	<b>3% @ 55 for Safety Members:</b> Base retirement plan of three percent (3%) at age 55 for all eligible unit employees.
	<b>2.7% @ 57 for Safety Members:</b> Base retirement plan of two and 7/100 percent (2.7%) at age 57 for all eligible unit employees.
21551	<b>Death Benefit Continues:</b> Provides that death benefits paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
21574	<b>Fourth Level of 1959 Survivor Benefit:</b> Benefits are paid monthly to certain survivors of a unit employee who dies before retirement.
21620	<b>Retired Death Benefit \$500:</b> Upon the death of a retiree, a one-time lump sum payment of five-hundred dollars (\$500) will be paid to the retiree's designated survivor(s), or to the retiree's estate.
21624 and 21626	<b>Post Retirement Survivor Allowance:</b> Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option choices, as it was at time of death of retiree.

Commented [m56]: MOU 98-01

### B. DEFINITION OF NEW MEMBER AND CLASSIC EMPLOYEES

The City contracts with CalPERS for retirement benefits. As a result of the Public Employees' Pension Reform Act of 2013, new member employees and classic employees receive some different benefits. The definitions of "new member" and "classic member" are as follows:

#### **New Member**

Government Code section 7522.04(f) defines "new member" as follows:

(f) "New member" means any of the following:

- (1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
- (2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.
- (3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

#### **Classic Member**

CalPERS refers to all members who do not fit the definition of new member as a classic member.

## ARTICLE FOUR

### C. ESTABLISHMENT OF TWO-TIER RETIREMENT FORMULA FOR SAFETY AND MISCELLANEOUS EMPLOYEES

Commented [m57]: New 7/12

1. New Safety (sworn) employees hired after ratification of this contract will be enrolled in the base retirement program 3%@55 for Safety Members formula. All other retirement benefits outlined in Section A above shall remain the same. For purposes of this section, "New Safety (sworn) employees" means a newly hired employee from outside the police department and/or city.
2. New Miscellaneous (non-sworn) employees hired after ratification of this contract will be enrolled in the base retirement program 2%@60 for Miscellaneous Members formula. All other retirement benefits outlined in Section A above shall remain the same. For purposes of this section, "New Miscellaneous (non-sworn) employees" means a newly hired employee from outside the police department and/or city.

### D. EMPLOYEE PORTION OF SAFETY (SWORN) OF CALPERS RETIREMENT

Commented [m58]: New 7/12

All Safety employees shall continue to pay a total of nine percent (9%) of employee share of CalPERS. Effective July 1, 2013, New Members, a new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, or a member who established CalPERS membership prior to January 1, 2013, after a break in service of greater than six (6) months will pay at least 50% of the total normal cost rate.

### E. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT

Commented [m59]: New 7/12

All Classic Miscellaneous employees shall continue to pay a total of seven (7%) of employee share of CalPERS. Effective January 1, 2013, New Members, a new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months will pay at least 50% of the total normal cost rate.

## ARTICLE FOUR

### II. MISCELLANEOUS (NON SWORN) – NEW RETIREMENT BENEFIT – PARS “0.5% STACK” EFFECTIVE JULY 1, 2010

#### A. NEW ADDITIONAL RETIREMENT BENEFIT

Commented [m60]: Updated, 2006-64 7/05-6/08

Effective July 1, 2010 the City will authorize to provide a new additional retirement benefit referred to as “PARS 0.5% Stack Plan” through the Public Agency Retirement Services (PARS).

Effective January 1, 2013, new PEPRA guidelines prohibits a public employer from offering the PARS 0.5% Stack Plan to any employee that was not covered by an existing plan prior to January 1, 2013.

#### B. MISCELLANEOUS (NON-SWORN) UNIT EMPLOYEE PAYMENT SHARE

1. Effective July 1, 2010, all non-sworn unit employees will pay one and one-half percent (1.5%) of their salary to the City to help pay for the increased cost to the City for the “PARS 0.5% Stack Plan”.
2. All new non-sworn unit employees hired on or after July 1, 2010 will pay two percent (2%) of their salary to the City for the first five (5) years of full-time employment with the City to help pay for the increased costs to the City for the “PARS 0.5% Stack Plan”.
3. Upon completion of five (5) years (60 months) of full-time employment with the City, these non-sworn unit employees payment to the City for “PARS 0.5% Stack Plan” will be reduced from two percent (2%) to one and one-half percent (1.5%) of their salary.

#### C. ELIGIBILITY

1. Effective July 1, 2010, all non-sworn unit employees who have worked full-time for the City for at least five (5) years shall be eligible to receive “PARS 0.5% Stack” Retirement Benefits upon their retirement from the City of Huntington Park.

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### D. LIMITATIONS

1. Effective July 1, 2010, all non-sworn unit employees who terminated their employment from the City or who have not worked full-time at least five (5) years with the City before they retire from the City shall not be eligible to receive the "PARS 0.5% Stack" Retirement benefit.
2. Any non-sworn unit employee who terminates their employment with the City "prior" to their retirement shall receive all of their 1.5% salary contribution made for the "PARS 0.5% Stack" benefit plus interest.
3. Eligible non-sworn unit employee as set forth in this section must retire from the City of Huntington Park to receive the "PARS 0.5% Stack" benefit.

## III. HEALTH INSURANCE

### A. HEALTH INSURANCE – CalPERS MEDICAL PLANS

The City will provide unit employees, their eligible dependents and retirees and their eligible dependents with medical insurance provided through the California Public Employees' Retirement System under the Medical and Hospital Care Act (PEHMCA).

Commented [m61]: Updated, 2006-64 7/05-6/08

### B. HEALTH INSURANCE – CITY CONTRIBUTION

1. The City shall contribute on behalf of each unit employee an amount equal to 100% of the cost of the employee's insurance plan (i.e. Employee Only, Employee plus One Dependent, Employee Plus Two or more Dependents) not to exceed the cost of the respective plan of the Kaiser Permanente (HMO)-Los Angeles Region Plan available through (PEMHCA).
2. Effective once during each fiscal year, at the time rate changes are implemented by CalPERS, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee plus One Dependent, Employee plus Two or More Dependents) equal to the Kaiser-Permanente California – L.A. Region CalPERS approved HMO plan.

## ARTICLE FOUR

### IV. RETIREE HEALTH INSURANCE

#### A. ELIGIBILITY

A unit employee who subsequently retires from the City of Huntington Park and who qualifies as set forth in the following shall receive the following retiree Health Insurance Benefits upon official retirement from the City of Huntington Park.

#### B. RETIRED HEALTH INSURANCE BENEFIT

Commented [m62]: New

1. All unit employees who officially retire from the City of Huntington Park with at least five (5) years of full-time service with the City of Huntington Park, the City shall pay one-hundred percent (100%) of the maximum level of the City's contribution based on the Basic Kaiser Permanente -- L.A. Area Region monthly health premium for those eligible retired unit employees under the California Public Employee's Medical and Hospital Care Act or other health insurance and all other form of health insurance for these retired employees and their dependents.
2. Effective January 1, 2011, for retired unit employees who are eligible for Medicare, the City's contribution shall be solely based upon Kaiser Permanente -- L.A. Area Region Supplement/Managed Medicare monthly health premium or the Combination of both Basic (meaning non-Medicare basic medical coverage) and the Kaiser Medicare monthly health premium.
3. The City agrees to defend and indemnify and hold harmless the POA against all claims and/or other forms of liability arising from provisions of Article Four, Section IV, B-2 of this MOU.
4. These qualifying requirements shall be waived for unit employees who retire from City service on an Industrial Disability Retirement.

Commented [m63]: Existing

#### C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED.

Commented [m64]: New, 7/12

1. All new unit employees hired after ratification of this contract and once CalPERS contract is amended, will not be eligible for retiree medical benefits beyond the minimum allowed by CalPERS.
2. The City will establish a Health Savings Account (HSA) by July 1, 2014 for employees hired after July 1, 2012. Contributions into the HSA will

## ARTICLE FOUR

be solely the employee's responsibility. For purposes of this section, "New unit employees" means a newly hired employee from outside the police department and/or city.

### V. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE)

Unit employees may elect to discontinue participation in, "opt out," of the CalPERS Health Plan medical insurance coverage. The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

Commented [m65]: Current Practice – Not Written

#### A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT

1. For these medical plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
  - Individual coverage; or
  - One (1) employee may select a plan and list the spouse as a dependent.
2. A unit employee who is covered as the dependent of a City employee in the City plan is eligible for single-party rate "opt-out" compensation.
3. Unit employees may not both insure each other or the same dependents.

#### B. PROOF OF COVERAGE/WAIVE CITY LIABILITY

1. Unit employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof.
  - a) The unit employee is not receiving Medicare or Medical.
  - b) The unit employee must sign a document stating his/her desire to waive their City medical insurance coverage.
  - c) The unit employee has coverage through another (non-City) benefit plan end year prior to open enrollment (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's health insurance plan.

#### C. OPT-OUT CASH VALUE (NON-PERSABLE)

1. Unit employee's electing to opt out will receive the taxable cash (non-PERSable) value of one-half (½) of the monthly medical premium rate for

## ARTICLE FOUR

which the unit employee would have qualified had the qualified unit employee not "opted-out" payable in two equal amounts and added to the first and the next subsequent paycheck of each month and is non-PERSable compensation.

2. If, for any reason, CalPERS determines that unit employees may not "opt out", this program becomes null and void.

### D. RE-ENROLLMENT IN CITY HEALTH INSURANCE PLAN

1. After electing this provision, a unit employee and their dependent who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier. Coverage will commence per the plan document.
2. A qualifying event shall be defined as set forth in the PERS medical plan, a copy of which is available to unit employees in the Human Resources Division.

## VI. DENTAL INSURANCE

Commented [m66]: Updated: July 1, 2005 – June 30, 2008  
MOU, Section 1.9

### A. BENEFITS – DELTA CARE/PMI PLAN

1. Benefits – DeltaCare/PMI Plan. The City shall contribute an amount, equal to the DeltaCare/PMI premiums in an amount not to exceed the cost of coverage for an Employee plus Two or More Dependents, on a monthly basis towards an employee's choice of dental plans made available and administrated by Delta Dental Plan.
2. Effective once during each fiscal year, at the time rate changes are implemented by Delta Care PMI, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) to equal the corresponding Delta Care PMI monthly premium.

### B. LIMITATIONS – DELTA PREFERRED OPTION PLAN

Unit employees who choose the Delta Insurance Delta Preferred Option Plan shall pay the difference in monthly premium between the Delta/PMI Plan and Delta Preferred Option Plan.

## ARTICLE FOUR

### C. DENTAL INSURANCE BENEFITS – LIMITATIONS

The Dental Insurance coverage shall cease for unit employees upon termination, including retirement, at the end of the month following after the unit employee terminates from employment with the City.

## VII. LIFE INSURANCE

Commented [m67]: Updated, 2006-64 July 1, 2005 – June 30, 2008 MOU

### A. BENEFIT

1. The City shall pay the full monthly premium for unit employees for Term Life Insurance Group coverage of \$100,000.
2. Said Life Insurance benefit shall include coverage for Accidental Death and Dismemberment (AD&D).

### B. LIMITATION

This Life Insurance Plan Coverage shall cease upon the unit employee termination from employment with the City.

## VIII. VISION CARE INSURANCE

### A. BENEFIT

1. Effective July 1, 2010, the City shall pay the full monthly premium for the unit employee up to Employee plus Two or more Dependents category for Vision Care Insurance.
2. Effective once during each fiscal year, at the time rate changes are implemented, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for the vision care insurance monthly premium.
3. The vision care insurance coverage shall cease upon the unit employee termination from employment with the City.



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### IX. LONG TERM DISABILITY INSURANCE

Commented [m68]: Updated, 1981-83 MOU, sect 5

#### A. PURPOSE

The City has a Long Term Disability insurance policy intended to augment the annual sick leave accrual and sick leave bank programs and provide certain income protection for unit employees up to one (1) year.

#### B. BENEFIT

1. The City shall pay the full monthly premium for the Long Term Disability Insurance Plan Coverage for unit employees.
2. Long Term Disability may be used by sworn unit employees for non-work related injuries or illness and may be used by non-sworn unit employees for either work or non-work related injuries or illness, in accordance with City Policy and the insurance company carriers qualifying rules and regulations.
3. Long Term Disability Insurance benefits shall be paid to eligible unit employees in accordance with the policies established by the insurance carrier's written policy rules and regulations for qualifying and a thirty (30) calendar day waiting period established by the insurance carrier before benefits can be paid.

#### C. LIMITATIONS

1. The unit employee must use all their accumulated annual sick leave hours, and all accumulated sick leave bank time before being eligible to receiving Long Term Disability benefits.
2. Accumulated sick leave may be used in separate thirty (30) calendar day periods.
3. This Long Term Disability Insurance Plan shall cease upon the unit employee's termination from employment with the City.

### X. CITY RIGHTS – CONTENT AND CONTRACTOR

Commented [m69]: 2008-2011 MOU

#### A. INSURANCE/EMPLOYEE BENEFIT PLANS

The City retains the exclusive right to determine the content and contractors for all insurance plans.

## ARTICLE FOUR

### B. MEET WITH HPPOA

The City agrees to meet and confer with the HPPOA over any City proposed change in the benefit levels for any insurance plan.

## XI. UNIFORMS ALLOWANCE AND ISSUED UNIFORM EQUIPMENT – SWORN UNIT EMPLOYEES

### A. PURPOSE

Commented [m70]: 2008-2011 MOU

1. The purpose of uniform cleaning and replacement allowance is to provide sworn unit employees funds for the future purchase, replacement, and cleaning of uniforms and clothing.
2. Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.
3. Unit employees, except employees on IOD status, who have been on an unpaid leave of absence for any reason from active service for any time in excess of forty-two (42) calendar days, shall have the monthly pro-rated value of the annual uniform and cleaning allowance deducted from their installment payment for each month these conditions are applicable.

### B. SWORN EMPLOYEES-POLICE TRAINEE/LATERAL POLICE OFFICER UNIFORMS – ONE-TIME PURCHASE ORDER

Commented [m71]: Detailed MOU 01-05 , attachment "A"

1. Upon taking oath of office as a Police Officer Trainee or Lateral Police Officer for the City, Police Officer Trainees or Lateral Police Officers shall receive a one-time purchase order for uniform clothing and equipment purchases in lieu of issue.
2. This one-time uniform clothing and equipment purchase order shall be used toward purchase of the following items:

- |                         |   |
|-------------------------|---|
| ▪ 2 Long Sleeve Shirts  | ▪ 1 Set of Rain Gear (Hooded jacketed, pants, rubber boots) |
| ▪ 2 Short Sleeve Shirts | ▪ 1 set black BDU's   |
| ▪ 2 Uniform Pants       | ▪ 1 Name tag  |
| ▪ 1 Pants Belt          | ▪ Helmet and Face Shield with carry bag mask                |
| ▪ 1 Tie & Tie Clip      | ▪ Vest with one cover                                       |
| ▪ 1 Winter Jacket       | ▪ Trauma First Aid Kit                                      |
| ▪ 1 Soft Hat            |   |

### SAM BROWN UTILITY BELT WITH:

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- 2 Handcuffs, key & cases
- Asp (Expandable baton) and case
- OC (Pepper Spray) & case
- Standard duty weapon
- 4 double snap keepers
- Radio holder
- Holster to match standard duty weapon
- 3 ammunition magazines
- Baton belt ring
- Baton
- Key ring

3. Some equipment items (re-issued equipment) may be provided to sworn unit employees as approved by Police Management.

Commented [m72]: 2008-2011 MOU

### C. PURCHASE AND REPLACEMENT OF UNIFORM AND EQUIPMENT

1. After the City provided the one-time purchase order to purchase initial uniform and equipment the sworn police employees will purchase, at his/her cost, maintain and replace the following items as needed:

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Pants Belt
- 1 Tie & Tie Clip
- 1 Winter Jacket
- 1 Soft Hat
- 1 Set of Rain Gear (Hooded jacket, pants, rubber boots)
- 1 set black BDU's
- 1 Name tag

#### SAM BROWN UTILITY BELT WITH:

- 2 Handcuffs, key & cases
- Asp (Expandable baton) and case
- 4 double snap keepers
- Radio holder
- Baton belt ring
- Baton
- Key ring

2. After the City provided the one-time purchase order to provide the following safety equipment, the City will be responsible for maintaining and replacing the following safety equipment:

- Duty weapon
- Duty Weapon Holster
- Ammunition magazines
- OC (Pepper Spray) canister & case
- Helmet & Face Shield with carry bag
- Gas Mask
- Vest
- Trauma First Aid Kit

### D. UNIFORM CLEANING AND REPLACEMENT ALLOWANCE – SWORN UNIT EMPLOYEE

Commented [m73]: 2006-64, 7/05-6/08

1. All sworn unit employees shall receive a uniform purchase, cleaning and replacement allowance of one-thousand one-hundred dollars (\$1,100.00)

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per year. The allowance is to be payable in two equal separate installments each June and November of each calendar year

2. The separate uniform allowance payments shall be combined with the annual Holiday Leave Time Buy-Back in the last pay period that includes June 30th and the Sick Leave buy-back in the second (2<sup>nd</sup>) check in November of each calendar year.

### E. NON-SWORN PURCHASE AND REPLACEMENT OF UNIFORM AND EQUIPMENT

After the City provided the one-time purchase order to purchase initial uniform and equipment the non-sworn police employee will purchase at his/her cost, maintain and replace the following items as needed

#### Communications Operator

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Jacket "Tuffy" Type Black
- 1 Belt, Trousers, Basket weave
- Silent Key Holder (Hush Keeper), Leather, Basket weave
- 1 Name Plate

#### Community Service Officer/Property and Evidence Specialist

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Belt, Trousers, Basket weave
- Silent Key Holder (Hush Keeper), Leather, Basket weave
- 1 Name Plate

#### Jailer

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Jacket "Tuffy" Type Black
- 1 Belt, Trousers, Basket weave
- Silent Key Holders (Hush Keeper), Leather, Basket weave
- 1 Tie & Tie Clip
- 1 Tie Bar
- 5 Name Patches

#### Parking Enforcement Officer

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Jacket "Tuffy" Type Black
- 1 Rain Gear (Pant and Jacket)
- 1 Name Plate
- Envelope Holder, black, Basket weave
- Belt, Trousers, Basket weave (Black)
- 1 Silent Key Holder, Leather, Basket weave

### F. LIMITATIONS

All unit employees who resign from their positions and later are reinstated shall not be recognized as a new hire and shall not be eligible for equipment allowance.

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### G. PURCHASE – SPECIFICATIONS AND RECEIPTS

- a) Such uniform equipment purchase allowances meet legal requirements and shall be in lieu of the purchase and supply of these items by the City.
- b) Uniform equipment and uniform clothing items shall meet specifications as set forth in the Huntington Park General Order Manual.
- c) Unit employees shall provide City with original receipt toward the purchase of those items in this section on Uniform Allowance.

### H. TERMINATION PRIOR TO COMPLETION OF PROBATION

Commented [m74]: 2008-2011 MOU

Any unit employee who fails probation with the City shall return to the City all uniform equipment purchased by the uniform allowance.

### I. UNIFORM EQUIPMENT – REPAIR AND REPLACEMENT

#### 1. Repair and Replacement

Commented [m75]: Updated highlighted section

- a) The City shall replace or repair uniform equipment, only if due to wear or damage or if damage occurred during specific instances and approved by the Chief of Police, according to department discretion and specifications once such items have been deemed no longer serviceable due to wear or damage.
- b) Should the City choose to issue a voucher for the damaged item, such voucher shall be for an amount permitting the repairs or replacement of equipment meeting the minimum division standards regardless of the type, make, model or modifications of the item.
- c) Upon the City's replacement or issuance of a voucher, the damaged equipment shall be turned in to the City except equipment which is repaired pursuant to approval by a division commander.

#### 2. Safety Equipment Replacement List

The following is the uniform safety equipment that the City will replace after initial purchase order from City or repair:

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- Duty weapon
- Duty Weapon Holder
- Ammunition magazines
- OC (Pepper Spray) canister & case
- Helmet & Face Shield with carry bag
- Gas Mask
- Vest
- Trauma First Aid Kit

### J. SPECIAL ASSIGNMENT SAFETY EQUIPMENT

The City shall be responsible for the cost for initial purchase and replacement of safety equipment for the following special assignment:

1. Bicycle Detail
  - Safety Helmet and cover
  - Safety eye wear and gloves
2. SERT Team
  - Entry vests or any increased ballistic vests
  - Safety Goggles
  - Gloves
  - Entry holster for alternative duty weapon
  - 1 Green BDU
  - 1 Training BDU
3. Motorcycle Officers
  - DOT approved helmet with boom mike and earpieces
  - Safety Glasses
  - Gloves
4. Detective Bureau/Gang Detail/Narcotics/K-9 Detail
  - Concealment holster for duty weapon
  - Other specialized equipment as required
5. Special Assignment Safety Equipment

City is responsible at its cost for initial purchase of the following equipment and the unit employee is responsible at his/her cost for maintaining and replacement thereafter of the following:

  - Motorcycle Officers
  - 2 pair safety riding britches
  - Motorcycle Boots
  - Leather Jacket

## **ARTICLE FOUR**

- Honor Guard
- The Chief of Police retains the right to authorize uniform or equipment purchases for the Honor Guard.

### **6. Prior Special Assignment Posting**

The City is responsible at its cost for the initial purchase of special assignment uniforms for the unit employee when it is within one (1) year of a prior special assignment posting.

## **K. OTHER UNIFORM ITEMS**

1. The City will be responsible at its costs for supplying or purchasing uniform patches, name tag, badge, hat piece, and identification card.
2. The unit employee will be responsible at his/her costs for purchasing rank insignia and authorized special assignment tabs or pins.

## **L. CHIEF OF POLICE – SAFETY EQUIPMENT NOT LISTED**

1. The City, Police Department, and unit employees acknowledge employee safety is paramount and the changing nature and dangers that are inherent to police work may require safety equipment not listed in this agreement. The Chief of Police retains the right to authorize department purchases at City expense of safety equipment not listed if it is the judgment of the Chief of Police that said safety equipment is desirable or essential. Nothing in this agreement abrogates the City's responsibility to provide safety equipment as required by law and P.O.S.T. regulations.

## **XII. UNIFORM ALLOWANCE AND ISSUED UNIFORM EQUIPMENT – NON-SWORN EMPLOYEES**

### **A. PURPOSE**

1. The purpose of uniform cleaning and replacement allowance is to provide funds for the future purchase, replacement, and cleaning of uniforms and clothing.

## ARTICLE FOUR

2. Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.

### B. UNIFORM PURCHASE ORDER- NON-SWORN UNIT EMPLOYEE

1. Non-Sworn unit employees shall receive a one-time uniform purchase order cleaning and replacement allowance for the following non-sworn classifications:
  - Communications Operator
  - Communications Operator Supervisor
  - Community Service Officer
  - Jailer
  - Parking Enforcement Officer
  - Property and Evidence Specialist

### C. ANNUAL UNIFORM CLEANING AND REPLACEMENT ALLOWANCE

Commented [m76]: Reso. 2006-64, 7/05-6/08

1. After the initial purchase order to purchase required uniform and equipment, Non-Sworn unit employees shall receive an annual uniform cleaning and replacement allowance as follows per non-sworn classification:

Annual Uniform Cleaning and Replacement Allowance	
Classification	Uniform Allowance
Communications Operator	\$500.00
Communications Operator Supervisor	\$500.00
Community Service Officer	\$500.00
Jailer	\$700.00
Parking Enforcement Officer	\$800.00
Property and Evidence Specialist	\$500.00

## XIII. BOOT REIMBURSEMENT ALLOWANCE

Formatted: Highlight

### A. PURPOSE

The purpose of the annual boot reimbursement allowance is to provide a reimbursement for those unit employee classifications who are required to wear regular or safety boots to purchase and/or replace, which meet certain police safety standards, per fiscal year.



## ARTICLE FOUR

### B. ALLOWANCE

All unit employees eligible for boot reimbursement allowance, who has worked a minimum of one (1) year, shall receive a reimbursement of up to one-hundred fifty dollars (\$150), non-PERSable each July of each fiscal year.

## XIV. TUITION REIMBURSEMENT PROGRAM

Commented [m77]: Updated, Reso. 2006-64, July 1, 2005 – June 30, 2008 MOU

### A. PURPOSE

The purpose of the City's Educational Tuition Reimbursement Program is to promote and encourage employees to obtain a college level education up to, and including, a Master's or Doctorate's degree. All unit employees may use the tuition reimbursement program each fiscal year, subject to the conditions of the program set forth in this section.

### B. ANNUAL REIMBURSEMENT

1. The maximum amount of the annual reimbursement shall be fifteen hundred (\$1,500) dollars, which shall cover tuition, enrollment fees, required textbooks and other related material;
2. Participation for reimbursement shall be on a first come, first served basis and subject to a twenty-five thousand (\$25,000) dollar city-wide cap;
3. Following the end of a fiscal year, remaining funds in the \$25,000 fund shall be made available to employees who have eligible expenses in excess of the \$1,500 individual limit;
4. To the extent that funds remaining in the pool are insufficient to fund all the supplemental applications, participants shall receive equal reimbursements from the remaining funds in the City-wide Tuition Reimbursement Fund;

## ARTICLE FOUR

### C. REQUIREMENTS

1. All courses must be completed at an accredited college, university, junior college, or other institution, as recommended by the Department Head and approved by the City Manager;
2. To be eligible for reimbursement, unit employees must receive a grade of "C" or better (or "Pass" if the course is given on a "Pass/Fail" basis);
3. Classes must be taken while a unit employee is off-duty and not during employees scheduled work hours; and,
4. Approval for reimbursement must be obtained from the City Manager prior to the beginning of the class and payment for reimbursement shall be made only after the certified transcript of grades and receipts for payment of tuition fees and other expenses are received by the City.

### XV. COFFEE SUPPLIES

The coffee and related supplies that is provided for the City Council and the various City Commissions shall also be made available for use by City employees.

Commented [m78]: Updated, 1979-1981 MOU, Section 5

## ARTICLE FIVE

### ARTICLE FIVE:

### LEAVE POLICIES

#### I. HOLIDAYS

**Commented [m79]:** Updated, 2002-2005 MOU and Personnel Rules & Regs., Section 4

##### A. ANNUAL HOLIDAY LEAVE

1. Effective July 1, 2016, regular full-time employees shall be compensated a total of one hundred (110) hours of Holiday Leave per fiscal year.
2. For each authorized official paid holiday, the employee will be compensated at their base salary rate not to exceed ten (10) holiday hours for each authorized paid holiday during each fiscal year.

##### B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES

**Commented [CM80]:** Cesar Chavez Birthday added 7/2016

1. The official paid recognized holidays granted to unit employees is as follows:
  - (1) New Year's Day (January 1)
  - (2) Martin Luther King's, Jr. Birthday (3<sup>rd</sup> Monday in January)
  - (3) President's Day (3<sup>rd</sup> Monday in February)
  - (4) Cesar Chavez Birthday (March 31<sup>st</sup>)
  - (5) Memorial Day (4<sup>th</sup> Monday in May)
  - (6) Independence Day (4<sup>th</sup> of July)
  - (7) Labor Day (1<sup>st</sup> Monday in September)
  - (8) Veteran's Day (November 11)
  - (9) Thanksgiving Day (4<sup>th</sup> Thursday in November)
  - (10) Day after Thanksgiving
  - (11) Christmas Day (December 25<sup>th</sup>)
2. The City Manager or City Council has the right to designate any day or part of a day as a Holiday.

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### C. UNUSED HOLIDAY LEAVE TIME

Commented [m81]: MOU 2001-05, sect. 8

#### 1. Sworn Unit Employee

- a) For sworn unit employees, unused Holiday Leave Time shall be accumulated and paid in the last pay period in June of each fiscal year.
- b) A sworn unit employee who is not required to work on his/her regularly scheduled work day because it is a recognized City Holiday, may, at the employee's option, use accrued vacation leave, COLA in Lieu Leave or compensatory time off to provide a full pay check for the pay period.

#### 2. Non-Sworn Unit Employee

Commented [m82]: Amendment to MOU 5/99 (11/16/98-06/30/01)

- a) For non-sworn employees, unused Holiday Leave Time shall be paid in the pay period where the recognized City holiday occurs.
- b) If a non-sworn unit employee works on a recognized City holiday, he or she shall receive his/her regular salary (including overtime, if applicable) plus ten (10) hours of holiday leave pay.
- c) If a non-sworn unit employee is not required to work or has his/her request for a holiday leave off approved, he/she shall be compensated only for ten (10) hours of holiday pay for that day.
- d) A non-sworn unit employee shall not use vacation time or compensatory time for the requested time off.

### D. USE OF HOLIDAY LEAVE

- 1. Unit employees may take his/her unused Holiday Leave Time as approved by Police Management with due regard to the service needs of the City and the needs of the unit employee.

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### **E. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY**

1. When a unit employee is required to work on an official holiday, all hours worked shall be paid at the unit employees regular hourly rate of pay; and
2. No Holiday Leave Time shall be deducted from their annual Holiday Leave Bank.

### **F. HOLIDAYS OCCURRING DURING VACATION PERIOD**

Any official holiday time occurring within a non-sworn unit employee's vacation period shall be charged as Holiday Leave Time in lieu of Vacation.

### **G. HOLIDAYS AND SICK LEAVE USE**

If a unit employee is on Annual Sick Leave or taking Sick Leave Bank Leave on the last working day before the holiday or immediately after any official holiday, those holiday leave hours [eight (8) for unit employees on 5/8 work schedule, ten (10) for unit employees on the 4/10 work schedule and thirteen hours and thirty minutes (13.50) for unit employees on 3/13; 13.50; 13.50] for that holiday shall be forfeited and deducted from their annual Holiday Leave Bank.

### **H. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION**

1. Any unit employee terminating employment from the City, either voluntary or involuntarily shall have any eligible accrued Holiday Leave Time hours cashed out at the employee current hourly rate of pay.
2. Eligible holiday hours shall mean those holidays in the fiscal year which have already been earned by the terminating unit employee. (Earned meaning they were employed by City when certain eligible Holidays had occurred.)
3. In the case of any unit employee whose employment with the City is terminated by death, such payment shall be made to the estate, spouse or beneficiaries entitled to, or in the case of doubt to the beneficiary of records for public retirement, upon approval by City Attorney.

## **ARTICLE FIVE**

### **I. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR'S EVE**

- 1.** If approved by the City Manager, each unit employee, who is scheduled to work and is working on December 24 and December 31, except those unit employees determined by the City Manager and Chief of Police to provide services for the necessary functions of the Police Department which he/she is employed, shall be permitted to be absent for duty one-half (1/2) of the work shift on December 24 (Christmas Eve) and December 31 (New Year's Eve) or the last working day prior to December 24 and December 31.
- 2.** Only unit employee actually working on December 24 or December 31 or the last working day prior to December 24 and December 31 shall be eligible and considered for this leave.
- 3.** Should a unit employee be on approved leave with pay (holiday leave, vacation leave, or compensatory time, but not sick leave) on December 24 or December 31 and it's a regular assigned work day for them they shall be charged leave time for one-half (1/2) of their work shift for said day.

### **II. VACATION LEAVE**

#### **A. VACATION LEAVE ACCRUAL**

- 1.** All unit employees are eligible to earn vacation leave time.
- 2.** Unit employees shall receive accrue vacation leave time on the fifteenth (15) day of each month.
- 3.** Unit employee shall be entitled to utilize their accumulated vacation leave with pay upon completion of six (6) months of continuous employment with the City and approval by their department head.

## ARTICLE FIVE

### B. VACATION LEAVE EARNED

Commented [m83]: Chart New

1. Vacation time shall be earned and accrued on the following basis:

YEARS/MONTHS EMPLOYED	VACATION EARNED Per month	VACATION EARNED Per Year	*TWICE MAXIMUM VACATION EARNED
0-8 yrs (0-96 months)	9.33 hours per month	112 hours per year	224 Hours
9-15 yrs (97-180 months)	12.66 hours per month	152 hours per year	304 Hours
16 yrs and up (181 months and up thereafter)	16.66 hours per month	200 hours per year (see B.3 below)	400 Hours

2. Vacation Leave Time is earned on a continuous service time with the City and is prorated on a monthly basis.
3. \*After a unit employee accrues twice their annual Vacation Leave Time accrual said unit employee ceases to earn Vacation Leave balance. The affected unit employee will only begin accruing vacation Leave Time again after their vacation Leave balance is less than twice the annual Vacation Leave Time accrual.

### C. VACATION LEAVE EARNED – EFFECTIVE 7/01/09

Commented [m84]: 2008-2011 MOU

1. Effective July 1, 2009 Vacation time shall be earned and accrued on the following basis:

YEARS/MONTHS EMPLOYED	VACATION EARNED Per month	VACATION EARNED Per Year	*TWICE MAXIMUM VACATION EARNED
0-4 yrs (0-48 months)	9.33 hours per month	112 hours per year	224 Hours
5-9 yrs (49-108 months)	12.66 hours per month	152 hours per year	304 Hours
10 yrs and up (109 months and up thereafter)	16.66 hours per month	200 hours per year (see B.3 below)	400 Hours

## **ARTICLE FIVE**

2. Vacation Leave Time is earned on a continuous service time with the City and is prorated on a monthly basis.
3. \*After a unit employee accrues twice their annual Vacation Leave Time accrual said unit employee ceases to earn Vacation Leave balance. The affected unit employee will only begin accruing vacation Leave Time again after their vacation Leave balance is less than twice the annual Vacation Leave Time accrual.

### **D. APPROVAL OF VACATION LEAVE REQUESTS**

The Department Head shall approve unit employee Vacation Leave Time request with due regard to the service needs of the City and the personal need of the unit employee.

### **E. NO VACATION TAKEN PRIOR TO ACCRUED**

1. Unit employees may take only Vacation Leave Time as they have accumulated at the time the vacation begins.
2. Vacation Leave shall only be approved if the unit employee has accumulated Vacation Leave Time.

### **F. LIMITATIONS ON VACATION LEAVE**

1. Vacation is charged on the basis of the actual hours the unit employee is on vacation leave to the nearest quarter (0.25) hour.
2. Unit employees do not accrue vacation leave while on leave in excess of thirty (30) calendar days.
3. An employee who is sick during their vacation leave may charge the period of illness and/or injury to sick leave if available. Verification may be required from a physician.



## **ARTICLE FIVE**

### **G. PAYMENT ON TERMINATION, LAYOFF, OR DEATH**

- 1.** Terminated or laid off unit employees will be paid a lump sum of all accrued Vacation Leave Time upon termination at their current hourly rate of pay. Upon death all accrued vacation leave will be paid to the employee's beneficiary, after approval by the City Attorney.
- 2.** Unit employees who are reemployed after one (1) year or more in break of service time do not receive service credit for vacation accrual.

### **H. VACATION CASH-OUT IN LIEU OF GRANTING VACATION**

The City Manager may grant Vacation Leave Cash-Out in lieu of allowing a unit employee request to take earned Vacation Leave Time in case of any circumstance or conditions where in the judgment of the City Manager justifies such action or the denial will cause the affected unit employee to exceed their vacation cap.

## ARTICLE FIVE

### III. SICK LEAVE

Commented [m85]: Updated, Personnel Rules & Regs., Section 6.5-6.15

#### A. PURPOSE OF SICK LEAVE

1. Sick Leave is not a right which a unit employee may use at his or her discretion. Sick leave is leave from duty necessitated by illness or injury to the unit employee or illness or injury of a member of the unit employee's immediate family requiring the unit employee's attendance, and medical appointment to the extent that such appointment cannot be scheduled outside the work day.
2. For the purposes of this section, immediate family means employee's spouse or domestic partner, child, step-child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, or other individual residing in the same household whose relationship to the unit employee is that of a dependent.
3. The maximum amount of accrued sick leave that can be used by a unit employee for use for their immediate family shall be forty-eight (48) hours per fiscal year.
4. All sick leave requires approval by Police Management and such request will not be unreasonably denied.

Commented [m86]: For details see Section V, California Family Sick Leave

#### B. SICK LEAVE ACCRUAL RATE

1. Each eligible unit employee shall accrue Sick Leave at the rate of eight (8) hours for each month, or major fraction thereof, of continuous City services.
2. The maximum annual Sick Leave accrual shall be ninety-six (96) hours for each year of continuous City service.
3. There is no maximum limit on the amount of total Sick Leave bank a unit employee may accumulate with the City.
4. A unit employee shall not accrue sick leave during absences from duty in excess of thirty (30) calendar days by reason of illness, disability or injury on duty, except where such credit is mandated by law (Labor Code 4850).

Commented [m87]: Updated 1998-2001 MOU

#### C. 50% CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE

1. In the last pay period of each fiscal year, one half (50%) of an employee's unused, accrued sick leave from that fiscal year (48 hours

## ARTICLE FIVE

maximum), shall be cashed out by the City at the unit employee's regular rate of pay in effect on June 30<sup>th</sup>.

2. The remaining one-half (50%) of a unit employee's unused Sick Leave from the fiscal year (not to exceed forty-eight (48) hours) shall be added to the unit employees Sick Leave Bank.
3. Unit employees shall be paid the cash out in the month of November of each calendar year.
4. With the exception of the annual cash out of one-half (50%) of a unit employee's unused, accrued sick leave from that fiscal year, there is no other cash out of accrued sick leave.

### **D. NO CASH-OUT OF ACCUMULATED SICK LEAVE BANK AT TERMINATION**

No accumulated Sick Leave Bank Time shall be cashed out by the City at the unit employee's termination of employment from the City.

### **E. CASH OUT OF 50% ANNUAL SICK LEAVE ACCRUAL AT TERMINATION**

If a unit employee terminates their employment or is Laid Off from the City before receiving cash-out for the fifty percent (50%) (48 hours maximum) of their annual sick leave accrual for that fiscal year, they shall receive payment for fifty percent (50%) of the annual unused sick leave time accrual up to the time of such termination or Lay-Off and shall serve as final and full settlement of their annual sick leave accrual.

## ARTICLE FIVE

### F. USE OF SICK LEAVE

Commented [m88]: Updated 1977-1978 MOU and Personnel Rules & Regs., Sect 6.6

1. In order to receive compensation while absent on sick leave an employee (or someone on the employee's behalf) shall notify the department head or immediate supervisor within thirty (30) minutes after the beginning of the unit employee's daily duties.
2. The first day of sick leave shall not commence until such notice is given except in cases of emergency or when provision of such notice is not reasonably possible.
3. In order to be compensated with sick leave for three (3) or more consecutive working days, the unit employee shall be required to submit upon return to work, a physician's verification of illness or injury.
4. A unit employee may use accrued sick leave for the actual number of hours of the regular work period that the unit employee is absent due to illness or injury.

### G. ABUSE OF SICK LEAVE

1. A unit employee shall be subject to disciplinary action for excessive or abuse of sick leave which is defined as a unit employee's use of sick leave when the unit employee is not sick, not required to care for a member of the employee's immediate family or not attending a doctor's appointment.
2. If a unit employee calls in sick in violation of the City's rules and regulations then a deduction shall be made from the unit employee's earned vacation credit, holiday bank, and/or compensatory time bank.

### H. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS

1. A unit employee who is absent due to illness or injury and who does not have any form of accrued leave on the books shall be required to furnish a physician's statement giving the reason for the absence and a further statement indicating that the unit employee is fit to return with or without limitations.

## ARTICLE FIVE

### IV. PERSONAL BUSINESS LEAVE

#### A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR

Up to two (2) working days per calendar year of Sick Leave Time Accrual with pay may be used by each unit employee for personal business days as part of the unit employee's accrual.

#### B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE

1. In order to be compensated while absent on Personal Business Leave, the unit employee must notify his/her department head or designee at least twenty-four (24) hours in advance; provided that such notice shall not be required in an emergency situation. However, the unit employee shall notify his/her department head or immediate supervisor within thirty (30) minutes after the beginning of his/her shift.
2. All Personal Business Leave requires the department head or designee's approval.

#### C. LIMITATIONS

1. Personal Business Leave shall be charged to the unit employee in even two (2) hour Sick Leave increments or more.
2. Personal Business Leave shall be deducted from the unit employee's annual sick leave accrual.
3. Any unused sick leave, including Personal Business Leave shall be compensated in accordance with the City's Annual accumulated unused sick leave buy-back program.
4. Personal Business Leave shall not be used for vacation or any other leave.

### V. WORK RELATED DISABILITY

#### A. POLICY

1. If an industrial injury causes temporary disability to a non-sworn unit employee, payment shall be made on the fourth (4<sup>th</sup>) day after the injured unit employee leaves work as a result of the injury; provided,

**Commented [m89]:** Updated 1987-1989 Section 4 and Personnel Rules & Regs., Section 6.17

## ARTICLE FIVE

that in case the injury causes disability of more than fourteen (14) calendar days or necessitates hospitalization, the disability payment shall be made from the first (1<sup>st</sup>) day the injured unit employee leaves work or is hospitalized as a result of the injury.

2. The City may continue to provide a light-duty assignment when available and when a treating physician's release for such an assignment is obtained.

### B. USE OF LEAVE BENEFITS

For sworn unit employees, after they have exhausted Labor Code 4850 benefits and for non-sworn unit employees beginning with their thirty-first (31) calendar day of such disability, may use all accumulated leave time benefits (sick leave, compensatory time off, holiday, vacation, etc.) with any workers' compensation temporary disability or permanent payment to augment their pay to their full salary.

## VI. SICK LEAVE WITHOUT PAY

### A. POLICY

Whenever a unit employee must take sick leave, but does not have any annual sick time accrual or sick time accrual bank credit accumulated for such sick leave because he or she has not yet earned any credit for such sick leave or has exhausted such credits through the use of sick accrual or long term disability accrual, such unit employee shall be allowed a sick leave, without pay, upon approval of the City Manager.

### B. LIMITATIONS

1. Use of Sick Leave, in combination with annual sick leave accrual or sick leave bank accrual, shall not extend beyond one (1) year. Unit employees shall retain all rights and privileges granted unit employees on a regular sick leave, except for compensation and except that they shall not accumulate holidays, vacations or annual sick day accrual or sick leave bank accrual while on unpaid leave.
2. Such unit employee shall return to the same step and range currently assigned to such former position.

## ARTICLE FIVE

### VII. TEMPORARY MODIFIED WORK

Commented [m90]: 2008-2011 MOU

#### A. ELIGIBILITY

Any unit employee who is temporarily incapable of performing his/her normal assigned duties because of an illness or injury may request assignment or be required by his/her department supervisor to participate in the temporary modified work program.

#### B. LIMITATIONS

Participation in the program is limited to unit employee who shall not:

1. Have an industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
2. Have a non-industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
3. Be in a Vocational Rehabilitation Plan approved by the City.

#### C. APPLICATION AND ACCEPTANCE

Application for the Temporary Modified Work shall be in writing by the unit employee when consideration is requested for the work program and by written direction when the department head requires the employee to participate. The department head shall make a determination of admission to the program based upon such factors as:

1. The attending physician's release to temporary modified work program;
2. Availability of City-wide work stations suitable to accommodate the employee's specific limitations; and
3. The employee's ability to perform satisfactorily in a selected temporary assignment.

#### D. OUTSIDE EMPLOYMENT

During convalescence and/or modified work assignment, it shall be expressly forbidden for the employee to engage in any outside employment that would interfere with their convalescence.

## ARTICLE FIVE

### E. FINAL DECISION

The Chief of Police shall make the final decision based upon stated criteria, and the affected unit employee shall be notified in writing.

## VIII. BEREAVEMENT LEAVE

### A. POLICY

The City's bereavement policy is provided for in the case of death within the immediate family of a unit employee, such unit employee shall be entitled to be absent from duty with pay at the unit employee's regular rate of pay in order to attend the funeral or memorial services or related bereavement purposes for their immediate family. Said bereavement leave shall not exceed three (3) working days and will not be charged to a unit employee's sick day accrual or sick leave bank, vacation bank or any other employee time bank.

Commented [m91]: Updated 1981-1983 MOU, Section 4

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### B. IMMEDIATE FAMILY

For the purpose of this section, immediate family means father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife child, stepchild, grandfather, grandmother, or grandchild, legal domestic partner, or other individual whose relationship to the employee is that of a legal dependent.

### C. VERIFICATION

1. The City may require verification of the death of the immediate family.
2. Verification may include any printed records or notice of death (i.e. newspaper obituary notice, mortuary leaflet, etc.)



## **ARTICLE FIVE**

### **IX. JURY DUTY**

#### **A. POLICY**

1. A unit employee summoned to active jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay for up to eighty (80) hours in a calendar year.
2. However, the unit employee must remit to the City within fifteen (15) days after receipt, all fees received for said Jury Duty, except those specifically allowed for mileage and expense.
3. Jury service required on a unit employee off duty day is not compensable by the City, and the unit employee may retain jury compensation for such days.
4. Jury time shall not be considered work time and does not count toward hours worked for the calculation of overtime.
5. Unit employees shall be responsible for providing proof of jury service upon his/her return to work.

### **X. MILITARY LEAVE**

#### **A. POLICY**

The provisions of the Military and Veterans Code of the State of California, as amended along with applicable Federal and Municipal Law and City policies shall govern military leave of City employees.

#### **B. COMPENSATION**

Except as set forth in this section, all unit employees entitled to military leave shall receive full pay and benefits to a maximum of thirty (30) calendar days per year of active duty but the City shall have the opportunity, within the limits of military regulations, to determine when such leave shall be taken.

## ARTICLE FIVE

### C. EXTENDED BENEFITS – WAR ON TERRORISM

Commented [m92]: Council Action -Feb 3, 2003

1. The City Council has authorized for unit employees in the military service assigned to the war on terrorism, shall receive extended military leave benefits and receive additional pay on the thirty-first (31<sup>st</sup>) calendar days of active military duty through one-hundred and twenty (120) calendar days.
2. The eligible unit employee must remit proof of their military pay to the city received between the thirty-first (31<sup>st</sup>) calendar days of active military duty through the one-hundred and twenty (120) calendar days in order to receive the extended salary as set forth in this section.

### XI. MILITARY FAMILY LEAVE

Commented [m93]: 2008-2011 MOU

#### A. POLICY

The Federal Family Medical Leave Act, as amended, provides for Military Family Leave as set forth in this section.

#### B. NEW QUALIFYING REASON FOR LEAVE

Eligible unit employees are entitled to up to twelve (12) weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the unit employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

#### C. NEW UNPAID LEAVE ENTITLEMENT

An eligible unit employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of unpaid leave in a single twelve (12) month period to care for the service member.

## ARTICLE FIVE

### XII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)

Commented [m94]: 2008-2011 MOU

#### A. PURPOSE

1. This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this MOU was adopted.
2. Specific details of the State and Federal laws relating to FMLA and CFRA are available in the Human Resources Division.
3. Unit employees and department heads must contact Human Resources Division to verify current provisions and requirements.
4. Failure to do so could result in a misunderstanding of rights and obligations, and could cause loss of leave benefits or loss of insurance coverage.

#### B. ELIGIBILITY FOR FMLA AND CFRA

1. Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence (FMLA) for:
  - The birth of a child of the employee;
  - Disability due to pregnancy – FMLA only;
  - The placement of a child with an employee in connection with the adoption or foster care of that employee;
  - The care of the employee's child with a serious health condition;
  - The care of a spouse or parent with a serious health condition; or
  - The employee's own serious health condition.
2. Such leave rights apply to all employees with twelve (12) months or more service with the City prior to the leave request who have worked a minimum of one-thousand two-hundred fifty (1,250) hours in the preceding twelve (12) months.

## **ARTICLE FIVE**

### **C. EMPLOYEE RIGHTS UNDER FMLA**

1. The maximum amount of leave shall be twelve (12) weeks in a twelve (12) month period.
2. The twelve (12) month period is rolling, and is measured backward from the date leave is used and continuous with each additional leave day taken.
3. Leave may be taken as days off, or intermittent or modified work schedules.
4. The unit employee is guaranteed a return to his/her position at the end of approved leave.
5. During the twelve (12) work week FMLA period, the City shall maintain the employee's medical, dental, and life insurance.

### **D. APPROVAL PROCESS FOR FMLA**

1. Unit employees must give thirty (30) days advance written notice, on a form provided by the City, of the need for such leave, unless the absence could not be anticipated. In such cases, the unit employee must give notice as soon as possible but in any event no later than five (5) working days from learning of the need for FMLA leave.
2. Verification by the attending a physician or health care provider will be required for absences relating to the unit employee's or family member's serious health condition.
3. The Human Resources Division shall determine if the leave qualifies under the Family and Medical leave laws, and may determine the commencement date.

### **E. PRIVACY UNDER FMLA**

For privacy reasons, the City may not require specific medical diagnosis of a family member's health condition, but such information may be provided for the unit employee's own illness or condition with the health care provider's certification of the need for the leave.

## ARTICLE FIVE

### F. USE OF ACCRUALS WHILE ON FMLA

1. The unit employee shall be required to use sick leave for any FMLA illness or medical-related absence, and may use vacation or other accrued leaves if sick leave has been exhausted.
2. FMLA shall run concurrently with Pregnancy Disability Leave.

### G. EXPIRATION OF FMLA

Upon expiration of FMLA, if the unit employee remains on leave, he/she shall be responsible for maintaining his/her insurance benefits, either by use of sufficient accrued paid leave or by payment of the required premiums.

## XIII. PREGNANCY DISABILITY LEAVE (PDL)

Commented [m95]: 2008-2011 MOU

1. Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to unit employees covered herein pursuant to the Fair Employment Housing Act (FEHA).
2. Such leave shall be granted for disability of the unit employee determined by a physician, for the duration of such disability, provided, however, that the cumulative unpaid leave for disability and non-disability reasons shall not exceed one (1) year.
3. Pregnancy Disability Leave without pay shall not be granted until all accrued sick leave bank time has been exhausted.
4. Unit employees may voluntarily use accrued vacation or other paid leave before commencing unpaid leave.

## ARTICLE FIVE

### XIV. VOTING LEAVE

Commented [m96]: Updated Personnel Rules & Regs., Section 7.8

1. Unit employees shall be permitted to leave to vote as required by California Elections Code Section 14350-14352, as amended, if the unit employee cannot otherwise get to the polling place during non-working hours.
2. Up to two (2) hours of leave with pay may be provided at the beginning or end of the normal work shift, whichever permits the opportunity to vote with minimal interruption of work responsibilities.
3. Unit employees shall be required to give a minimum three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.
4. Any unit employee who does not utilize this voting leave privilege shall not thereby become eligible for any overtime compensation for any time taken to vote.

### XV. SCHOOL ACTIVITY LEAVE

Commented [m97]: State Law

#### A. POLICY

1. Pursuant to California Labor Code Sections 230.7 and 230.8, as amended, unit employees who are parents of school-age children shall be allowed School Activity Leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-teacher conference, disciplinary matters, school programs and related events with their children.
2. Such leave is limited to forty (40) hours per school year, at a maximum of eight (8) hours per month.
3. This limit shall not apply when a unit employee is required to appear in the school of his/her child pursuant to a request from the school administration pertaining to disciplinary action.

## **ARTICLE FIVE**

### **B. LIMITATIONS/RIGHTS**

1. Unit employees must give reasonable advance notice to the employer to permit work coverage, and may be required to provide documentation from the school that the unit employee participated in the activity on the specific date and time.
2. Leave properly requested in advance shall not be denied.
3. Unit employees may take accrued leave with pay (vacation, compensatory time, or floating holiday) for School Activity Leave purposes.

## **XVI. LEAVE OF ABSENCE WITHOUT PAY**

### **A. POLICY**

1. Upon written request, the City Manager may, in its discretion and upon recommendation of the department head, grant a leave of absence to any unit employee who has been employed by the City regularly for one (1) year or more.
2. Any such unit employee, with the approval of the City Manager or department head, may return prior to the time fixed for the expiration of such leave.

### **B. LIMITATIONS**

In no event shall the City Manager grant a leave of absence contrary to this MOU or the Civil Service Rules and Regulations.

## **XVII. ABSENCE WITHOUT PAY**

### **A. POLICY**

Failure of a unit employee to report for duty on a normal working day or shift without notice to his/her department head of the reason for such absence within thirty (30) minutes after the time designated as the beginning of the work day shall constitute absence without leave and without pay.

## ARTICLE FIVE

### B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION

1. A unit employee absent without authorization for three (3) or more consecutive work days and who fails to contact his/her department head to provide justification for the absence and who's absence would cause disruption to a City service, shall be considered to have abandoned his/her position and resigned from City employment as of the third (3<sup>rd</sup>) day of absence.
2. The unit employee shall be notified by their department head that the City considers him/her to be absent without leave, and that, under this section, a termination of employment will be processed.
3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in the Civil Service Rules & Regulations.
4. The unit employee may be reinstated, subject to disciplinary action for other causes, if adequate justification for the absence is provided to the department head prior to the end of the notification period.

### XVIII. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE

In the event a unit employee's services are terminated as a result of death the payment of eligible accumulated unused vacation leave, sick leave and compensatory time off, if any, shall be made to the employee's spouse or estate. If there is a questions of doubt as to the appropriate person(s) entitled thereto, the beneficiary of record for the California Public Employees' Retirement System shall be determined, with the approval of the City Attorney.



## ARTICLE SIX

### ARTICLE SIX:

#### WORKING CONDITIONS

##### **I. AMERICANS WITH DISABILITIES ACT (ADA)**

**Commented [m98]:** Updated 1994-1997 MOU, Section 8 and Personnel Rules & Regs., Section 6.19

###### **A. ACCOMMODATIONS**

1. The HPPOA recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA).
2. Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement.
3. In such cases, the parties agree that such accommodation shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.

###### **B. ADA COMPLIANCE**

1. The HPPOA recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality.
2. Specifics of an individual case may not be divulged by the City or HPPOA.

###### **C. ACTIONS TAKEN NOT GRIEVABLE**

Actions taken by the City under Section I, shall not be subject to the grievance procedure.

##### **II. RESIGNATION**

**Commented [m99]:** Updated Personnel Rules & Regs., Section 16.1)

A unit employee wishing to leave the City in good standing shall file with the appropriate department head, a written notice stating the effective date and reasons for leaving at least two (2) weeks in advance of his or her resignation. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Office. Failure to give notice may be the cause for denying future employment by the City.

## ARTICLE SIX

### III. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK

Commented [m100]: 2008-2011 MOU

#### A. NON-PAY STATUS

1. Should a unit employee become incarcerated and held in any jail custody and not be able to come to work to perform his/her job assigned work schedule and duties they shall be placed on unpaid, administrative leave – unable to report to work status until they return to work as assigned.
2. If a unit employee is indicted by any Federal, State or Superior Court or held to answer by the court on any felony, the unit employee may, at the discretion Chief of Police, be placed on unpaid administrative leave.
3. If the charge(s) are dismissed by the court or the unit employee is cleared of all charges, the City may reimburse the unit employee's Holiday Time, Vacation Time, and CTO that was used by the unit employee during that time period. The unit employee is not entitled to any reimbursement other than those listed in this section.
4. If a sworn unit employee is prohibited from possessing a firearm as a result of legal proceedings then the unit employee may, at the Chief of Police discretion, be placed on unpaid Administrative Leave until the prohibition is lifted.

#### B. USE OF ACCUMULATED LEAVE

Unit employees who are on unpaid Administrative Leave and/or unable to report to their work may use their accumulated, if any, Vacation, Holiday or Compensatory Time for any of the unpaid work time due to their incarceration or indictment.

#### C. NO USE OF SICK LEAVE

No unit employee may use any of their accumulated sick time to cover any unpaid time due to their incarceration or indictment.

### IV. CITY DRESS CODE

Commented [m101]: 2008-2011 MOU

#### A. RIGHT TO SET DRESS CODE

The City reserves the right to establish and regulate a Work Place Dress Code for all unit employees subject to meet and confer with the POA.

#### B. POLICE DEPARTMENT UNIT EMPLOYEES

Unit employees assigned to work in the Police Department shall abide by the Police Personnel appearance and grooming standards as set forth by Police management in the Police Department Policy Manual.

## ARTICLE SIX

### V. CITY ADMINISTRATIVE POLICIES

Commented [m102]: 2008-2011 MOU

#### A. POLICIES

The City has a number of city Administrative Policies covering a wide range of subjects which address important City and work related issues. These policies are in full force and effect and they may or may not be addressed specifically in this MOU.

#### B. SUBJECTS

1. Those Administrative Policies which currently are being utilized by the City include but are not limited to:
  - Donation of Leave Time Program
  - Nepotism Policy
  - Travel & Expense Reimbursement Policy
  - Smoking Regulations at City Facilities
  - Prohibiting Discrimination or Harassment of City Employees
  - Disability Discrimination Policy and Complaint Procedure
  - Outside Employment Policy
  - Information Technology Equipment Policy
  - Cellular Phone/Pager Policy
  - Police Department Substance Abuse Policy
  - AQMD Trip Incentive Program (City Hall & Police Dept only)

Commented [m103]: Amended MOU 01/05 Sect 9

2. POA reserves the right to reopen to meet and confer with the City over the current Nepotism Policy and Donation of Leave Time Program.

#### C. ADDITIONAL ADMINISTRATIVE POLICIES

Commented [m104]: 2008-2011 MOU

Additional City Administrative Policies may be implemented in the future as set forth in the Management Rights Clause in Article One, Section X.

### VI. POLICE DEPARTMENT SUBSTANCE ABUSE POLICY

#### A. POLICIES

The City and HPPOA have mutually agreed upon Police Department Substance Abuse Administrative Policy adopted March 18, 1996 and amended July 1, 2001.

## ARTICLE SIX

### B. RANDOM DRUG TESTING

The policy includes Random Drug testing requirement for all sworn and non-sworn police unit employees.

### C. DETAILS

Specific details of the program are set forth in the policy and copies are available in the Police Department and the Human Resources office.

## VII. SPECIAL EVENTS

Commented [m105]: MOU 95-98, Sect 7

### A. PREFERENCE

1. Whenever a special event is scheduled to occur in the City and, in the opinion of the Chief of Police, law enforcement employees are required, sworn officers of the Police Department will be given first preference to those law enforcement functions assignments.

### B. PROCEDURES

Such assignments shall be made in accordance with procedures established by the Chief of Police.

## VIII. SENIORITY SHIFT BID POLICY

Commented [m106]: MOU 95-98, Sect 9, Attachment II

### A. SENIORITY - POLICE SERGEANT

1. Seniority for a Police Sergeant shall be based on the initial date of promotion to the rank of Police Sergeant.
2. If more than one Police Sergeant is promoted on the same date, the Civil Service test results listing the position on list will be used to determine their seniority in regards to shift bidding.
3. Police Sergeants may not bid for the same shift with the same days off for more than two (2) consecutive shift cycles.

## ARTICLE SIX

### B. SENIORITY - SENIOR POLICE OFFICER

1. Seniority for a Senior Police Officer shall be based on the date of promotion to the rank of Senior Police Officer.
2. If more than one Senior Police Officer is appointed on the same date, the officer's position on list will be used to determine seniority in regards to shift bidding.
3. Senior Police Officer may not bid for the same shift with the same days off for more than two (2) consecutive shift cycles.

### C. POLICE OFFICER

1. Seniority for a Police Officer shall be based on the total length of time of continuous service with the City of Huntington Park.
  - a) This includes the twelve (12) months first served as a Police Officer Trainee and then the six (6) months as a Probationary Police Officer and the total time served shall not exceed eighteen (18) months. The original date of hire for the purpose of seniority in the class of Police Officer shall begin on the initial hire date of Police Officer Trainee.
  - b) An employee hired directly into the classification of Police Officer shall serve a twelve (12) month probationary period. The original date of hire for the purpose of seniority in the class of Police Officer shall begin on the initial hire date of the probationary period for Police Officer.
  - c) An employee hired directly as a Lateral Police Officer shall serve a twelve (12) month probationary period. The original date of hire for the purpose of seniority in the class of Lateral Police Officer shall begin on the initial hire date of the probationary period for Lateral Police Officer.
  - d) If more than one (1) Police Officer is sworn in on the same date and time, the Police Officer's ranking on the hiring eligibility list will be used to determine seniority in regards to shift bidding.
2. Police Officer may not bid for the same shift with the same days off for more than two (2) consecutive shift cycles.

Commented [m107]: Updated

## ARTICLE SIX

### D. ORIGINAL DATE OF HIRE

The original date of hire shall determine seniority between unit members for the purpose of Shift Bidding, Service Credit and Vacation Leave Time Accrual with City.

### E. DEMOTION TO A LOWER RANK

Should a unit employee in a higher rank be demoted to a lower rank that Police Officer will bid on the shifts based on the date of the original promotion to the lower rank.

### F. SENIORITY BIDDING

1. With respect to work assignments in the Patrol Division, regular work shifts and days off will be based on the above-mentioned seniority.
2. Shift selection procedures involving unit employee bidding based on seniority shall be implemented regularly in six (6) months increments.
3. Officers may not bid for the same shift with the same days off for more than two (2) consecutive cycles.

### G. SPECIAL CONSIDERATIONS

1. Senior Police Officers – there shall be a minimum of one (1) Senior Police Officer per crew when applicable.
2. Special Units/Assignments – All unit employees assigned to special units/assignments are exempt from the shift bidding process.
3. Seniority – Primary
  - a) Seniority shall be the primary consideration in scheduling a single period of annual leave for each member based on the officer's date of hire or date of promotion in rank.
  - b) If more than one Senior Police Officer is appointed on the same date, the Civil Service test results of the officer's position on the list will be used to determine seniority in regards to shift bidding.

## ARTICLE SIX

### H. PROBATIONARY EMPLOYEES

1. Police Officers who are in the FTO training program, as a Police Officer shall have the same shift and days off as their assigned training officer.
2. Probationary employees shall not be allowed to bid for a shift until they have officially passed probation.
3. At that time, they shall acquire seniority from their date of hire.

### I. SPECIAL ASSIGNMENT

1. Special assignments and non-patrol assignments shall not be affected by the above listed shift bid schedule.
2. Police Officers assigned to special or non-patrol assignments shall have their shifts and days off determined by the Chief of Police, or designee.

### J. REASSIGNMENT

1. If a Police Officer is reassigned from a special or non-patrol assignment, the Police Office will fill the vacated spot of the replacement Police Officer for the continuation and remainder of the shift bid cycle.
2. Upon completion of the shift bid cycle, the Police Officer reassigned to patrol will take part in the shift bid in the above listed manner.

### K. LIMITATIONS

Once a shift is bid upon and assigned, it cannot be traded between Police Officer without the authorization from the Chief of Police, or designee.

### L. POLICE MANAGEMENT – RIGHT TO TRANSFER

Police Management retains the right to transfer employees where unforeseen circumstances occur, based on the needs of the police department in accordance with the police department's established practice.

Commented [m108]: 2008-2011 MOU

## ARTICLE SEVEN

### ARTICLE SEVEN:

#### GRIEVANCE PROCEDURE

##### **A. SCOPE AND LIMITATIONS**

In accordance with the Civil Service Rules, the purpose of the grievance procedure is to provide adequate opportunity for City employees to bring forth their views and concerns relating to any alleged unfair or improper aspect of their employment situations and to seek corrective action

##### **B. SCOPE AND LIMITATIONS**

The grievance procedures as set forth in the following shall apply to all employee grievances except where other methods have been specifically prescribed in the Civil Service Rules or in this MOU.

##### **C. PROCEDURE**

###### **1. 1<sup>ST</sup> STEP INFORMAL - VERBAL**

In any instance of grievance, the employee or employees concerned shall first verbally make efforts to resolve such grievance with their immediate supervisor.

###### **2. 2<sup>nd</sup> STEP – FORMAL WRITTEN**

- a) In the event such verbal efforts with their immediate supervisor are not productive to a mutually satisfactory resolution, the aggrieved employee or employees may present their complaint in writing.
- b) Said complaint shall set forth all the issues involved, and it shall be free from any charges or language not germane to the real issue involved.
- c) The written grievance complaint shall be signed by the employee or employees and shall be submitted to the employee's immediate supervisor. The supervisor shall promptly forward the written grievance to the Department Head.
- d) The Department Head will make such investigation of the facts and issues as he/she deems necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with the conduct of the department's business.



## **ARTICLE SEVEN**

- e) Upon reaching such conclusion, but in no event later than five (5) working days following his/her receipt of the grievance statement, the Department Head shall reply to the grievance in writing, stating the department head's findings and decision on the issue(s) involved.
- f) A copy of such written reply shall be transmitted to the employee by the Department Head.

### **3. 3<sup>rd</sup> STEP – APPEAL TO PERSONNEL OFFICER (CITY MANAGER)**

- a) If the employee wishes to appeal the grievance further he/she shall within two (2) working days of the receipt of the Department Head's written reply, so notify the Department Head of their request to appeal their grievance to the City's Personnel Officer.
- b) The Department Head shall then notify the Personnel Officer of such appeal and shall submit the original written grievance complaint together with the written decision of the Department Head to the Personnel Officer.
- c) The Personnel Officer shall then promptly arrange a grievance meeting with the aggrieved employee, the Department Head, and him or herself. At such meeting(s) discussion shall be limited to the issues raised in the grievance complaint and an earnest effort shall be made to arrive at a satisfactory resolution of the issue(s).
- d) A record of notes shall be made of the substance of the issues and conclusions of the meeting as the Personnel Officer deems necessary.
- e) The conclusions and finding of the grievance meeting shall be reduced to writing and will be provided to the grieved party and Department Head and shall be final except in cases as set forth in Section 4 below.

### **4. APPEAL TO THE CIVIL SERVICE COMMISSION**

- a) Only in such cases, which involve the alleged violation of the Civil Service Rules, the Classifications in the Salary Resolution or City's Personnel Rules, including: (1) job classification, (2) conduct, scoring or recording of examinations, (3) employee performance evaluation for permanent employees, (4) dismissals, suspension or demotions, subject to the special rules thereon, (5) reduction in salary not provided for by resolution of the City

## **ARTICLE SEVEN**

Council, (6) re-employment rights, and (7) layoff action (subject to the special rules thereon), the employee may within two (2) working days after receiving the notice of the Personnel Officer's decision, submit written notification to the Personnel Officer requesting the submission of the grievance issue to the Civil Service Commission, stating specifically the paragraphs and subparagraphs of the Civil Service Rules, The City's Personnel Rules which he/she alleges are being violated.

### **5. CIVIL SERVICE COMMISSION REVIEW**

- a) The Personnel Officer shall then submit said written request, together with copies of all pertinent forms, documents, and materials, to the Civil Service Commission and the Commission shall review all such evidence and information as it relates to the specific grievance alleged by the employee.
- b) The Commission may then at its discretion make such investigations and hold such hearing as it requires and shall make its findings and decision on said grievance set forth in the Civil Service Rules.

## ARTICLE EIGHT

### ARTICLE EIGHT:

#### GENERAL PROVISIONS

##### **I. TERM OF MEMORANDUM OF UNDERSTANDING**

This MOU shall be effective July 1, 2016 and together with all the terms, conditions and effect thereof, shall expire as of midnight on June 30, 2019.

##### **II. EMERGENCY WAIVER**

Commented [m109]: 2008-2011 MOU

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the Huntington Park Police Officers' Association (HPPOA) shall have the right to meet and confer with the City regarding the impact on unit employees of this suspension of these provisions in this Memorandum of Understanding.

##### **III. SEVERABILITY PROVISION**

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Memorandum of Understanding be found to be illegal, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the City and the HPPOA agree to meet to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase, or provision, if any.

##### **IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY**

Commented [m110]: 2008-2011 MOU

1. Reference is made in this MOU to certain Civil Service Rules and Regulations, Personnel Rules and Regulations, and City's Policy statements. Nothing in this MOU shall preclude the City from amending the Civil Service Rules and Regulations, Personnel Rules and Regulations, and City policies as needed subject to meet and confer with the POA.
2. The parties agree that all conditions of employment, as they pertain to unit employees covered by this MOU, subject to meet and confer provided for by the City's Civil Service Rules and Regulations,

## ARTICLE EIGHT

Personnel Rules and Regulations, Ordinances, Resolutions or any Policy Statements in effect prior to the date of this MOU, unless specifically provided for to the contrary in this MOU, shall remain in force and effect during the term of this MOU. Any conflicts with the City's Civil Service Rules and Regulations, Personnel Rules and Regulations, and City Policy Statements shall be considered to have been superseded by this MOU.

### V. FULL AGREEMENT AND IMPLEMENTATION

Commented [m111]: 2008-2011 MOU

#### A. FULL AGREEMENT – WAIVER OF MEET AND CONFER

1. This MOU contains all of the covenants, stipulations, and provisions, agreed upon by the parties.
2. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.
3. For the purpose of the MOU neither party shall be compelled to meet with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as provided for in this MOU or by mutual agreement of the parties or required by law.
4. Each party acknowledges that they had the full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically provided for in this MOU.

### VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

Commented [m112]: 2008-2011 MOU

#### A. NO STRIKES/JOB ACTION

HPPOA hereby agrees that during the term of this MOU the unit employees of the City as set forth in this MOU and officers and/or agents of the recognized unit employee organization shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, picketing, job actions, strikes, walkouts, boycotts, slowdowns, mass resignations, or any other intentional interferences of the work of the City.

## ARTICLE EIGHT

### B. ASSOCIATION RESPONSIBILITY

In the event that HPPOA, its officers, agents, representatives or employees engage in any of the conduct listed above, HPPOA shall immediately instruct, in writing, any persons engaging in such activity that their conduct is in violation of the MOU and unlawful, and that they must cease engaging in such conduct and return to work.

### VII. M.O.U. RE-OPENER CLAUSE

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Both the City and the POA mutually agree to a re-opener clause, if necessary, prior to the commencement of the third year of this M.O.U. or prior to July 1, 2018. The reopener clause may be triggered by either party by providing the other party notice on or before June 1, 2018.

**ARTICLE NINE**

**ARTICLE NINE:**

**RATIFICATION**

**I. RATIFICATION**

Commented [m113]: 2008-2011 MOU

**A. ACKNOWLEDGEMENT**

The City and the HPPOA acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by simple majority vote of unit employees who are in classifications represented by HPPOA set forth in this agreement and adopted by the City Council of the City of Huntington Park.

**B. MUTUAL RECOMMENDATION**

This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other term and conditions of employment for unit employees represented by the HPPOA.

**C. RATIFIED – PENDING CITY COUNCIL APPROVAL**

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval to the City Council by the authorized representatives of the City of Huntington Park and the Huntington Park Police Officers' Association, entered into this \_\_\_\_ day of \_\_\_\_ 2016.

**ARTICLE TEN**

**ARTICLE TEN:**  
**IMPLEMENTATION**

PARTIES TO THE AGREEMENT	
Huntington Park Police Officers' Association	City of Huntington Park, California
Sgt. Joseph Settles, President Huntington Park Police Officers' Association	Edgar P. Cisneros, City Manager

ARTICLE ELEVEN

**ARTICLE ELEVEN:**

**EXECUTION OF NEW AGREEMENT**

**EXECUTION OF NEW AGREEMENT**

Commented [m114]: New

This MOU has been approved by a vote of the City Council of the City of Huntington Park. Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties hereto have cause this agreement to be executed this \_\_\_\_ day of \_\_\_\_ 2016.

Huntington Park Police Officers' Association	City of Huntington Park
Sgt. Joseph Settles, President Huntington Park Police Officers' Association	Edgar P. Cisneros, City Manager



## APPENDIX "A"

CITY OF HUNTINGTON PARK POLICE OFFICERS' ASSOCIATION UNIT CLASSIFICATIONS	
Communications Operator	
Communications Operator Supervisor	
Community Service Officer	
Jailer	
Parking Enforcement Officer	
Police Officer Trainee	
Police Officer	
Police Sergeant	
Property and Evidence Specialist	
Senior Police Officer	

**CITY OF HUNTINGTON PARK  
POLICE OFFICERS' ASSOCIATION  
SALARY SCHEDULE "C"  
as of 7/1/16**

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
Parking Enforcement Officer	123.1	3434	3615	3805	4006	4216
Jailer	131.1	3719	3915	4121	4337	4566
Communications Operator	149.1	4448	4682	4929	5188	5461
Communications Operator Supervisor	159.1	4914	5172	5444	5731	6033
Community Service Officer	143.1	4190	4411	4643	4888	5145
Property and Evidence Specialist	147.1	4361	4590	4832	5086	5354
Police Officer Trainee	152.1	4583	4824	5078	5345	5627
Police Officer (2)	<i>With Basic POST</i>	172.1	5592	5887	6196	6522
	<i>With Intermediate POST (1)</i>	177.1	5877	6187	6512	6855
	<i>With Advanced POST(2)</i>	182.1	6177	6502	6845	7205
Senior Officer (2)	<i>With Basic POST</i>	177.1	5877	6187	6512	6855
	<i>With Intermediate POST (1)</i>	182.1	6177	6502	6845	7205
	<i>With Advanced POST(2)</i>	187.1	6492	6834	7194	7572
Police Sergeant (2)	<i>With Basic POST</i>	189.1	6623	6971	7338	7725
	<i>With Intermediate POST (1)</i>	194.1	6961	7327	7713	8119
	<i>With Advanced POST(2)</i>	199.1	7316	7701	8106	8533

- (1) Applicable to eligible employees who possess an Intermediate P.O.S.T. or a BA/BS degree in any major other than listed in (2)
- (2) Applicable to eligible employees who possess an Advanced P.O.S.T. or a Bachelors in Criminal Justice or Administrations of Justice.
- (3) In addition, "Uniform Pay" to be paid consistant with the P.O.A. Memorandum of Understanding.

**CITY OF HUNTINGTON PARK  
POLICE OFFICERS' ASSOCIATION  
SALARY SCHEDULE "C"  
as of 7/1/17**

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
Parking Enforcement Officer	126.1	3538	3725	3921	4127	4344
Jailer	134.1	3832	4033	4245	4469	4704
Communications Operator	152.1	4583	4824	5078	5345	5627
Communications Operator Supervisor	162.1	5063	5329	5609	5905	6215
Community Service Officer	146.1	4317	4545	4784	5036	5301
Property and Evidence Specialist	150.1	4493	4729	4978	5240	5516
Police Officer Trainee	155.1	4722	4970	5232	5507	5797
Police Officer (2)	<i>With Basic POST</i>	175.1	5762	6065	6384	6720
	<i>With Intermediate POST (1)</i>	180.1	6056	6374	6710	7063
	<i>With Advanced POST(2)</i>	185.1	6364	6699	7052	7423
Senior Officer (2)	<i>With Basic POST</i>	180.1	6056	6374	6710	7063
	<i>With Intermediate POST (1)</i>	185.1	6364	6699	7052	7423
	<i>With Advanced POST(2)</i>	190.1	6689	7041	7412	7802
Police Sergeant (2)	<i>With Basic POST</i>	192.1	6824	7183	7561	7959
	<i>With Intermediate POST (1)</i>	197.1	7172	7549	7946	8365
	<i>With Advanced POST(2)</i>	202.1	7537	7934	8352	8791

- (1) Applicable to eligible employees who possess an Intermediate P.O.S.T. or a BA/BS degree in any major other than listed in (2)
- (2) Applicable to eligible employees who possess an Advanced P.O.S.T. or a Bachelors in Criminal Justice or Administrations of Justice.
- (3) In addition, "Uniform Pay" to be paid consistant with the P.O.A. Memorandum of Understanding.

**CITY OF HUNTINGTON PARK**  
**POLICE OFFICERS' ASSOCIATION**  
**SALARY SCHEDULE "C"**  
as of 7/1/18

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
Parking Enforcement Officer	128.35	3618	3808	4009	4220	4442
Jailer	136.35	3918	4124	4341	4570	4810
Communications Operator	154.35	4687	4933	5193	5466	5754
Communications Operator Supervisor	164.35	5176	5449	5735	6037	6355
Community Service Officer	148.35	4415	4647	4892	5149	5420
Property and Evidence Specialist	152.35	4594	4836	5090	5358	5640
Police Officer Trainee	157.35	4828	5082	5349	5631	5927
Police Officer (2)	<i>With Basic POST</i>	177.35	5891	6201	6528	6871
	<i>With Intermediate POST (1)</i>	182.35	6192	6518	6861	7222
	<i>With Advanced POST(2)</i>	187.35	6508	6850	7211	7591
Senior Officer (2)	<i>With Basic POST</i>	182.35	6192	6518	6861	7222
	<i>With Intermediate POST (1)</i>	187.35	6508	6850	7211	7591
	<i>With Advanced POST(2)</i>	192.35	6839	7199	7578	7977
Police Sergeant (2)	<i>With Basic POST</i>	194.35	6978	7345	7732	8139
	<i>With Intermediate POST (1)</i>	199.35	7333	7719	8125	8553
	<i>With Advanced POST(2)</i>	204.35	7707	8112	8539	8989

- (1) Applicable to eligible employees who possess an Intermediate P.O.S.T. or a BA/BS degree in any major other than listed in (2)
- (2) Applicable to eligible employees who possess an Advanced P.O.S.T. or a Bachelors in Criminal Justice or Administrations of Justice.
- (3) In addition, "Uniform Pay" to be paid consistant with the P.O.A. Memorandum of Understanding.

Grade	A	B	C	D	E	Grade
Grid						Grid
270	14813	15593	16413	17277	18186	270
269	14666	15438	16251	17106	18006	269
268	14521	15285	16090	16937	17828	268
267	14377	15134	15931	16769	17652	267
266	14235	14984	15773	16603	17477	266
265	14094	14836	15617	16439	17304	265
264	13955	14689	15462	16276	17132	264
263	13816	14544	15309	16115	16963	263
262	13680	14400	15157	15955	16795	262
261	13544	14257	15007	15797	16629	261
260	13410	14116	14859	15641	16464	260
259	13277	13976	14712	15486	16301	259
258	13146	13838	14566	15333	16140	258
257	13016	13701	14422	15181	15980	257
256	12887	13565	14279	15030	15822	256
255	12759	13431	14138	14882	15665	255
254	12633	13298	13998	14734	15510	254
253	12508	13166	13859	14588	15356	253
252	12384	13036	13722	14444	15204	252
251	12261	12907	13586	14301	15054	251
250	12140	12779	13451	14159	14905	250
249	12020	12652	13318	14019	14757	249
248	11901	12527	13186	13880	14611	248
247	11783	12403	13056	13743	14466	247
246	11666	12280	12927	13607	14323	246
245	11551	12159	12799	13472	14181	245
244	11436	12038	12672	13339	14041	244
243	11323	11919	12546	13207	13902	243
242	11211	11801	12422	13076	13764	242
241	11100	11684	12299	12946	13628	241
240	10990	11569	12177	12818	13493	240
239	10881	11454	12057	12691	13359	239
238	10774	11341	11937	12566	13227	238
237	10667	11228	11819	12441	13096	237
236	10561	11117	11702	12318	12966	236
235	10457	11007	11586	12196	12838	235
234	10353	10898	11472	12075	12711	234
233	10251	10790	11358	11956	12585	233
232	10149	10683	11246	11837	12461	232
231	10049	10578	11134	11720	12337	231
230	9949	10473	11024	11604	12215	230
229	9851	10369	10915	11489	12094	229
228	9753	10266	10807	11376	11974	228
227	9657	10165	10700	11263	11856	227
226	9561	10064	10594	11151	11738	226
225	9466	9965	10489	11041	11622	225
224	9373	9866	10385	10932	11507	224
223	9280	9768	10282	10823	11393	223
222	9188	9671	10181	10716	11280	222
221	9097	9576	10080	10610	11169	221
220	9007	9481	9980	10505	11058	220
219	8918	9387	9881	10401	10949	219

218	8829	9294	9783	10298	10840	218
217	8742	9202	9686	10196	10733	217
216	8655	9111	9590	10095	10627	216
215	8570	9021	9496	9995	10521	215
214	8485	8931	9402	9896	10417	214
213	8401	8843	9308	9798	10314	213
212	8318	8755	9216	9701	10212	212
211	8235	8669	9125	9605	10111	211
210	8154	8583	9035	9510	10011	210
209	8073	8498	8945	9416	9912	209
208	7993	8414	8857	9323	9813	208
207	7914	8331	8769	9231	9716	207
206	7836	8248	8682	9139	9620	206
205	7758	8166	8596	9049	9525	205
204	7681	8086	8511	8959	9431	204
203	7605	8005	8427	8870	9337	203
202	7530	7926	8343	8783	9245	202
201	7455	7848	8261	8696	9153	201
200	7382	7770	8179	8609	9063	200
199	7308	7693	8098	8524	8973	199
198	7236	7617	8018	8440	8884	198
197	7164	7542	7938	8356	8796	197
196	7094	7467	7860	8274	8709	196
195	7023	7393	7782	8192	8623	195
194	6954	7320	7705	8110	8537	194
193	6885	7247	7629	8030	8453	193
192	6817	7175	7553	7951	8369	192
191	6749	7104	7478	7872	8286	191
190	6682	7034	7404	7794	8204	190
189	6616	6964	7331	7717	8123	189
188	6551	6896	7258	7640	8043	188
187	6486	6827	7187	7565	7963	187
186	6422	6760	7115	7490	7884	186
185	6358	6693	7045	7416	7806	185
184	6295	6626	6975	7342	7729	184
183	6233	6561	6906	7270	7652	183
182	6171	6496	6838	7198	7576	182
181	6110	6432	6770	7126	7501	181
180	6049	6368	6703	7056	7427	180
179	5990	6305	6637	6986	7354	179
178	5930	6242	6571	6917	7281	178
177	5872	6181	6506	6848	7209	177
176	5813	6119	6441	6781	7137	176
175	5756	6059	6378	6713	7067	175
174	5699	5999	6315	6647	6997	174
173	5642	5939	6252	6581	6927	173
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170	5477	5765	6068	6388	6724	170
169	5422	5708	6008	6324	6657	169
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164	5159	5431	5716	6017	6334	164
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161	5007	5271	5548	5840	6148	161
160	4958	5219	5493	5783	6087	160
159	4909	5167	5439	5725	6027	159
158	4860	5116	5385	5669	5967	158
157	4812	5065	5332	5613	5908	157
156	4764	5015	5279	5557	5849	156
155	4717	4965	5227	5502	5791	155
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153	4624	4868	5124	5394	5677	153
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149	4444	4678	4924	5183	5456	149
148	4400	4631	4875	5132	5402	148
147	4356	4586	4827	5081	5348	147
146	4313	4540	4779	5031	5295	146
145	4270	4495	4732	4981	5243	145
144	4228	4451	4685	4931	5191	144
143	4186	4407	4639	4883	5140	143
142	4145	4363	4593	4834	5089	142
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131	3715	3911	4116	4333	4561	131
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127	3570	3758	3956	4164	4383	127
126	3535	3721	3917	4123	4340	126
125	3500	3684	3878	4082	4297	125
124	3465	3648	3840	4042	4254	124
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122	3397	3576	3764	3962	4170	122
121	3363	3540	3727	3923	4129	121
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99	2702	2844	2994	3151	3317	99
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97	2649	2788	2935	3089	3252	97
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93	2545	2679	2820	2969	3125	93
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67	1965	2069	2177	2292	2413	67
66	1946	2048	2156	2269	2389	66
65	1926	2028	2135	2247	2365	65
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58	1797	1891	1991	2096	2206	58
57	1779	1873	1971	2075	2184	57



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44	1563	1645	1732	1823	1919	44
43	1548	1629	1715	1805	1900	43
42	1532	1613	1698	1787	1881	42
41	1517	1597	1681	1770	1863	41
40	1502	1581	1664	1752	1844	40
39	1487	1566	1648	1735	1826	39
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36	1444	1520	1600	1684	1772	36
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34	1415	1490	1568	1651	1737	34
33	1401	1475	1552	1634	1720	33
32	1387	1460	1537	1618	1703	32
31	1374	1446	1522	1602	1686	31
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29	1346	1417	1492	1570	1653	29
28	1333	1403	1477	1555	1637	28
27	1320	1389	1463	1539	1621	27
26	1307	1376	1448	1524	1604	26
25	1294	1362	1434	1509	1589	25
24	1281	1349	1420	1494	1573	24
23	1268	1335	1405	1479	1557	23
22	1256	1322	1392	1465	1542	22
21	1243	1309	1378	1450	1527	21
20	1231	1296	1364	1436	1511	20
19	1219	1283	1351	1422	1497	19
18	1207	1270	1337	1408	1482	18
17	1195	1258	1324	1394	1467	17
16	1183	1245	1311	1380	1453	16
15	1171	1233	1298	1366	1438	15
Grade	A	B	C	D	E	Grade

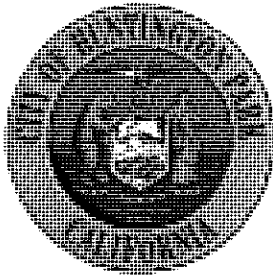
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CM2						100		CM2
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03A	103.5	2826	2975	3131	3296	3469	103.5	03A
04A	104.5	2854	3004	3162	3329	3504	104.5	04A
05A	105.5	2883	3034	3194	3362	3539	105.5	05A

07A	107.5	2941	3095	3258	3430	3610	107.5	07A
08A	108.5	2970	3126	3291	3464	3646	108.5	08A
10A	110.5	3030	3189	3357	3534	3720	110.5	10A
12A	112.5	3091	3253	3424	3605	3794	112.5	12A
25A	125.5	3517	3702	3897	4102	4318	125.5	25A
35A	135.5	3885	4090	4305	4532	4770	135.5	35A
41A	141.5	4124	4341	4570	4810	5064	141.5	41A
51A	151.5	4556	4796	5048	5314	5593	151.5	51A
52A	152.5	4601	4844	5098	5367	5649	152.5	52A
53A	153.5	4647	4892	5149	5420	5706	153.5	53A
67A	167.5	5342	5623	5919	6231	6559	167.5	67A
72A	172.5	5615	5910	6221	6549	6893	172.5	72A

17C	117.1	3235	3406	3585	3773	3972	117.1	17C
20C	120.1	3333	3509	3693	3888	4092	120.1	20C
23C	123.1	3434	3615	3805	4006	4216	123.1	23C
25C	125.1	3503	3688	3882	4086	4301	125.1	25C
26C	126.1	3538	3725	3921	4127	4344	126.1	26C
28C	128.1	3609	3799	3999	4210	4431	128.1	28C
28G	128.35	3618	3808	4009	4220	4442	128.35	28G
28F	128.59	3627	3818	4019	4230	4453	128.59	28F
31C	131.1	3719	3915	4121	4337	4566	131.1	31C
34C	134.1	3832	4033	4245	4469	4704	134.1	34C
36G	136.35	3918	4124	4341	4570	4810	136.35	36G
36F	136.59	3928	4134	4352	4581	4822	136.59	36F
37C	137.1	3948	4155	4374	4604	4847	137.1	37C
40C	140.1	4067	4281	4507	4744	4993	140.1	40C
41C	141.1	4108	4324	4552	4791	5043	141.1	41C
43C	143.1	4190	4411	4643	4888	5145	143.1	43C
44C	144.1	4232	4455	4690	4936	5196	144.1	44C
46C	146.1	4317	4545	4784	5036	5301	146.1	46C
47C	147.1	4361	4590	4832	5086	5354	147.1	47C
48G	148.35	4415	4647	4892	5149	5420	148.35	48G
48F	148.59	4426	4659	4904	5162	5434	148.59	48F
49C	149.1	4448	4682	4929	5188	5461	149.1	49C
50C	150.1	4493	4729	4978	5240	5516	150.1	50C
51C	151.1	4538	4776	5028	5293	5571	151.1	51C
52C	152.1	4583	4824	5078	5345	5627	152.1	52C
52G	152.35	4594	4836	5090	5358	5640	152.35	52G
52F	152.59	4605	4848	5103	5372	5654	152.59	52F
53C	153.1	4629	4873	5129	5399	5683	153.1	53C
54G	154.35	4687	4933	5193	5466	5754	154.35	54G
54F	154.59	4698	4945	5206	5480	5768	154.59	54F
55C	155.1	4722	4970	5232	5507	5797	155.1	55C
56C	156.1	4769	5020	5284	5562	5855	156.1	56C
57G	157.35	4828	5082	5349	5631	5927	157.35	57G
57F	157.59	4840	5095	5363	5646	5943	157.59	57F
59C	159.1	4914	5172	5444	5731	6033	159.1	59C
62C	162.1	5063	5329	5609	5905	6215	162.1	62C
64G	164.35	5176	5449	5735	6037	6355	164.35	64G
64F	164.59	5190	5463	5750	6053	6371	164.59	64F
66C	166.1	5268	5545	5837	6144	6468	166.1	66C
69C	169.1	5428	5713	6014	6331	6664	169.1	69C
71C	171.1	5537	5828	6135	6458	6798	171.1	71C

72C	172.1	5592	5887	6196	6522	6866	172.1	72C
74C	174.1	5705	6005	6321	6654	7004	174.1	74C
75C	175.1	5762	6065	6384	6720	7074	175.1	75C
76C	176.1	5819	6126	6448	6787	7145	176.1	76C
77C	177.1	5877	6187	6512	6855	7216	177.1	77C
77G	177.35	5891	6201	6528	6871	7233	177.35	77G
77F	177.59	5906	6217	6544	6889	7251	177.59	77F
79C	179.1	5996	6311	6643	6993	7361	179.1	79C
80C	180.1	6056	6374	6710	7063	7435	180.1	80C
81C	181.1	6116	6438	6777	7134	7509	181.1	81C
82C	182.1	6177	6502	6845	7205	7584	182.1	82C
82G	182.35	6192	6518	6861	7222	7602	182.35	82G
82F	182.59	6207	6534	6878	7240	7621	182.59	82F
83C	183.1	6239	6567	6913	7277	7660	183.1	83C
84C	184.1	6301	6633	6982	7350	7736	184.1	84C
85C	185.1	6364	6699	7052	7423	7814	185.1	85C
86C	186.1	6428	6766	7123	7497	7892	186.1	86C
87C	187.1	6492	6834	7194	7572	7971	187.1	87C
87G	187.35	6508	6850	7211	7591	7990	187.35	87G
87F	187.59	6524	6868	7229	7609	8010	187.59	87F
88C	188.1	6557	6902	7266	7648	8051	188.1	88C
89C	189.1	6623	6971	7338	7725	8131	189.1	89C
90C	190.1	6689	7041	7412	7802	8212	190.1	90C
91C	191.1	6756	7112	7486	7880	8295	191.1	91C
92C	192.1	6824	7183	7561	7959	8378	192.1	92C
92G	192.35	6839	7199	7578	7977	8397	192.35	92G
92F	192.59	6857	7218	7598	7998	8419	192.59	92F
93C	193.1	6892	7254	7636	8038	8461	193.1	93C
94C	194.1	6961	7327	7713	8119	8546	194.1	94C
94G	194.35	6978	7345	7732	8139	8567	194.35	94G
94F	194.59	6995	7363	7750	8158	8588	194.59	94F
96C	196.1	7101	7474	7868	8282	8718	196.1	96C
97C	197.1	7172	7549	7946	8365	8805	197.1	97C
99C	199.1	7316	7701	8106	8533	8982	199.1	99C
99G	199.35	7333	7719	8125	8553	9003	199.35	99G
99F	199.59	7352	7738	8146	8575	9026	199.59	99F
01D	201.1	7456	7848	8261	8696	9154	201.1	01D
02D	202.1	7537	7934	8352	8791	9254	202.1	02D
04G	204.35	7707	8112	8539	8989	9462	204.35	04G
04F	204.59	7727	8133	8561	9012	9486	204.59	04F
07D	207.1	7922	8339	8778	9240	9726	207.1	07D
10D	210.1	8162	8592	9044	9520	10021	210.1	10D
12D	212.1	8326	8764	9225	9711	10222	212.1	12D
13D	213.1	8409	8852	9318	9808	10324	213.1	13D
16D	216.1	8664	9120	9600	10105	10637	216.1	16D
17D	217.1	8751	9211	9696	10206	10744	217.1	17D
18D	218.1	8838	9303	9793	10308	10851	218.1	18D
20D	220.1	9016	9490	9990	10516	11069	220.1	20D
20E	220.3	9037	9512	10013	10540	11095	220.3	20E
23D	223.1	9289	9778	10293	10834	11405	223.1	23D
24D	224.1	9382	9876	10396	10943	11519	224.1	24D
26D	226.1	9571	10074	10604	11163	11750	226.1	26D
27D	227.1	9666	10175	10711	11274	11868	227.1	27D
28D	228.1	9763	10277	10818	11387	11986	228.1	28D
38D	238.8	10860	11431	12033	12666	13333	238.8	38D

<b>40D</b>	<b>240.1</b>	11001	11580	12190	12831	13506	<b>240.1</b>	<b>40D</b>
<b>43D</b>	<b>243.1</b>	11334	11931	12559	13220	13916	<b>243.1</b>	<b>43D</b>
<b>47D</b>	<b>247.8</b>	11878	12503	13161	13854	14583	<b>247.8</b>	<b>47D</b>
<b>53D</b>	<b>253.1</b>	12625	13289	13989	14725	15500	<b>253.9</b>	<b>53D</b>
<b>54D</b>	<b>254.7</b>	12721	13391	14096	14837	15618	<b>254.7</b>	<b>54D</b>
<b>56D</b>	<b>256.6</b>	12964	13646	14365	15121	15916	<b>256.6</b>	<b>56D</b>
<b>58D</b>	<b>258.8</b>	13236	13932	14666	15438	16250	<b>258.8</b>	<b>58D</b>
<b>59D</b>	<b>259.4</b>	13330	14032	14770	15548	16366	<b>259.4</b>	<b>59D</b>
<b>Code</b>	<b>Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>Grade</b>	<b>Code</b>



## **CITY OF HUNTINGTON PARK**

Public Works Department  
City Council Agenda Report

December 20, 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 AWARD OF CONTRACT FOR THE PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT, PHASE II**

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

1. Award contract to the lowest responsible, responsive bidder, Alfaro Communication Construction, Inc. which will accept this project and proceed with the work in accordance with the bid;
2. Authorize the City Manager or designee to execute the Contract;
3. Authorize the Finance Director to make the necessary appropriations and adjustments to the City Budget; and
4. Authorize Staff, under the currently approved Augmentation Contract, to proceed with necessary work (Project Management, Construction management, Inspection, Administration) in compliance with the terms and conditions of the contract and not to exceed 10% of the project budget.

#### **BACKGROUND**

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 principal purposes being to identify the projects and programs to be undertaken during the upcoming fiscal year and act 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. On December 6, 2016, a substantial amendment to the Annual Plan was approved to allocated \$520,000 in CDBG public facility funds to the Pacific Boulevard Lighting and Beautification Project.

**APPROVE AWARD OF CONTRACT FOR THE PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT, PHASE II**

December 20, 2016

Page 2 of 3

The Pacific Boulevard Lighting and Beautification Project may include the following improvements to Pacific Boulevard: Cobra Head LED Lighting on street lights to replace existing double acorn lights; painting of street furniture, traffic signals, and street lights; purchase and installation of street clocks (paid from non-CDBG Funds); bus shelter lighting; and various street and pedestrian improvements.

**FISCAL IMPACT/FINANCING**

The City's fair construction cost estimate for the project was an amount not to exceed \$520,000. The project was advertised on November 3, 2016, 126 bid packages were requested, and two bids were received in response to the advertised bid package as follows:

<b>Bidder (lowest bid first)</b>	<b>Total Bid Shown on Bidder's Proposal</b>
Alfaro Communications Construction, Inc.	\$404,750.00
Eleanor Belco Electric, Inc.	\$636,400.00

The current budget has funds allocated to this project in the following accounts and dollar amounts:

239-8010-431.73-10 Capital Outlay/Improvements \$520,000.00.

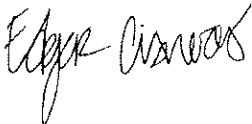
**LEGAL AND PROGRAM REQUIREMENTS**

This project is required to meet Community Development Block Grant (CDBG) funding requirements. Bid package included all the HUD requirement to the bidders and they are aware of the Federal and State contractor requirements.

**CONCLUSION**

Upon City Council approval, staff will proceed with the Pacific Boulevard Lighting and Beautification Project award of contract and recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Public Works Director

**APPROVE AWARD OF CONTRACT FOR THE PACIFIC BOULEVARD LIGHTING  
AND BEAUTIFICATION PROJECT, PHASE II**

December 20, 2016

Page 3 of 3

A handwritten signature in black ink, appearing to read "M. Ackerman".

Michael Ackerman  
City Engineer

**ATTACHMENT(S)**

A. Sample Contract Agreement

## ATTACHMENT "A"



**Appendix A-SAMPLE CONTRACT TO BE EXECUTED**

**CITY OF HUNTINGTON PARK**

**PUBLIC WORKS CONTRACT**

**PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT  
PHASE II IMPROVEMENTS  
FUNDED BY CDBG**

**City Contract No.:** \_\_\_\_\_

**THIS AGREEMENT "Agreement"** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation located in the County of Los Angeles, State of California hereinafter called CITY, and \_\_\_\_\_, [a corporation/partnership/limited liability company corporation], located at \_\_\_\_\_ hereinafter called CONTRACTOR, collectively referred to as the Parties.

**RECITALS**

CITY, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before \_\_\_\_\_, for the following:

**PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT  
PHASE II IMPROVEMENTS  
FUNDED BY CDBG**

in the City of HUNTINGTON PARK, California, hereinafter called PROJECT.

At \_\_\_\_\_ on said date, in the HUNTINGTON PARK Council Chambers, said bids were duly opened.

At its regular meeting held on \_\_\_\_\_, the CITY Council duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

**ARTICLE I - CONTRACT DOCUMENTS**

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR's Proposal, and all referenced specifications, details, standard drawings, and appendices, together with this

contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.

All of the rights and obligations of the CITY and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made and part hereof as though they were fully set forth herein.

In the event there is a conflict between the terms of the Contract Documents, the more specific or stringent provision shall govern. City shall decide which option is the more specific or stringent provision.

## **ARTICLE II - AGREEMENT**

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

## **ARTICLE III - COMPENSATION**

CONTRACTOR hereby agrees to receive and accept the total amount \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), based upon those certain unit prices set forth in CONTRACTOR's Bid Schedule, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall retain five percent (5%) of said contract price until said time as the provisions of Article XIV herein have been met.

Progress payments shall be made in accordance with Section 9 of the Standard Specifications for Public Works as amended by the General Provisions and Special Provisions.

Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made within thirty (30) days of receipt of an undisputed and properly presented payment request. Late

payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security.

Substitution of Securities for Retention. The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

#### **ARTICLE IV - CONTRACTOR REPRESENTATIONS**

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

Furthermore, CONTRACTOR hereby represents and warrants that it is not currently, and has not at any time within the past five (5) calendar years been, suspended, debarred, or excluded from participating in, bidding on, contracting for, or completed any project funded in whole or in part by any federally funded program, grant or loan, or any project funded in whole or in part by a program, loan or grant from the State of California, and that CONTRACTOR currently has and for the past five (5) calendar years has maintained in good standing, a valid California contractor's license. CONTRACTOR agrees to complete and execute any statement or certificate to this effect as may be required by the City or by any federal or State of California program, loan or grant utilized on this project.

#### **ARTICLE V - COMMENCEMENT DATE**

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to CONTRACTOR by the Director of Community Development and Public Works of CITY and shall complete work on the PROJECT within \_\_\_\_ working days after City's Notice to Proceed with Construction.

#### **ARTICLE VI - NO DISCRIMINATION**

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this CONTRACT

and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

#### **ARTICLE VII - LABOR CODE REQUIREMENTS**

Compliance with SB 854 Registration: This Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Contractor acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Agreement by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement will be made available upon request from the City Engineer's Office.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2). The Contractor shall post WH-1321 ENGLISH and WH-1321 SPANISH at the work site.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

This is a federally-assisted CONSTRUCTION CONTRACT. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail. Modification of Federal Wage Rates published within ten (10) days prior to the scheduled Bid Opening date shall apply to the contract.

The Contractor shall submit payroll records to the City weekly for each week in which any contract work is performed. The Contractor is also responsible for the submission of payroll records by all its Subcontractors performing any contract work on this Project.

The payroll records submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a) (3) (i) of 29 C.F.R. Part 5. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract, and shall certify the following:

- The payroll records for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete;
- Each employee employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;
- Each employee has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

This information may be submitted in any form desired, however, Form WH-347 is provided as an optional template. The Contractor shall submit a Statement of Non-Performance for each week of work for which craft work was not performed.

The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The Contractor shall submit copies of apprentice certification(s) for each apprentice performing work on the Contract to accompany the first payroll record in which that apprentice appears. The City will recognize apprentice certifications from the U.S. Department of Labor and the California Division of Apprenticeship Standards. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

The CONTRACTOR's duty to pay State prevailing wages can be found under Labor Code Section 1770 et q. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

The Contractor agrees that the City, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons, such as employee interviews. If any site visit is made by the City on the premises of the Contractor or any of its Subcontractors under this Contract, the Contractor shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of City representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or Subcontractor(s).

If the work involves excavation of any trench five feet or more in depth the contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection. Such plan shall be approved by a qualified representative of the City. (LC 670S).

#### **ARTICLE VIII - PROVISIONS REQUIRED BY LAW**

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project. Such laws, rules and regulations shall include, but not be limited to the following.

Contractor's License.

The Contractor shall possess a type \_\_\_\_\_ California Contractor's license at the time of award of the Contract.

Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract.

Unfair Business Practices Claims.

The Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business

and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

**Hazardous Materials and Unknown Conditions:**

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
  - 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
  - 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.
- B. Pending a determination by CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through its Director of Community Development and Public Works, or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

**ARTICLE IX - INDEMNITY**

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees from any and all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work pursuant to this Contract, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract, regardless of responsibility of negligence; provided



- A. That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.
- B. That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- C. This hold harmless provision shall not apply to claims, loss, damage, injury or liability caused by the active negligence of City (Civil Code 2782).

#### **ARTICLE X - BONDS**

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY a bond, or bonds, in a form satisfactory to the CITY, in the sum of one hundred percent (100%) of the Contract price thereof conditioned upon the faithful performance of this Contract and upon the payment of all labor and materials furnished in connection with this Contract.

#### **ARTICLE XI - INSURANCE**

CONTRACTOR shall not commence work under this Contract until CONTRACTOR has obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

- A. COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this Contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY and Construction Manager (Transtech Engineers, Inc.) for any damage resulting to the CITY from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.
- B. COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this Contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this Contract, from claims for damage for personal injury, including death, as well as from claims for property damage

which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:

1. Public Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
2. Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
3. Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
4. Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000).

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 hereinabove.

- C. PROOF OF INSURANCE. The insurance required by this Contract shall be with insurers which are Best A rated, and California Admitted or better. The CITY shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.
- D. NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this Contract until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph (C) of this article.

#### **ARTICLE XII - ATTORNEY FEES**

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this Contract, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

#### **ARTICLE XIII - LIQUIDATED DAMAGES**

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event such work is not begun

and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) shall be presumed to be the amount of damages suffered by the CITY for each calendar day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) as liquidated damages for each calendar day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Any and all such liquidated damages assessed shall be done so in accordance with that certain edition of the *Standard Specification for Public Works Construction* currently in effect on the execution date of this Contract. The payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code § 3275 or § 3369.

CONTRACTOR: \_\_\_\_\_  
a California Corporation

CITY OF HUNTINGTON PARK  
a Municipal Corporation

by: \_\_\_\_\_  
President

by: \_\_\_\_\_  
Mayor

#### ARTICLE XIV - NOTICE OF COMPLETION

Upon completion of PROJECT and acceptance of same by the CITY, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

#### ARTICLE XV - NO ASSIGNMENT

This Contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto. Such consent shall be within the CITY's sole discretion.

#### ARTICLE XVI - CUMULATIVE RIGHTS

The provisions of this CONTRACT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

#### ARTICLE XVII - TERMINATION

- A. Termination for Convenience. The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of

termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

- B. Termination for Default. If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.
- C. Waiver of Remedies for any Breach. In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

CONTRACTOR: \_\_\_\_\_  
a California Corporation

CITY OF HUNTINGTON PARK  
a Municipal Corporation

by: \_\_\_\_\_  
President

by: \_\_\_\_\_  
Mayor

#### ARTICLE XVIII – FEDERAL REQUIREMENTS

Notwithstanding any other provision of this Agreement, if the construction work covered under this Agreement is financed in whole or in part with assistance provided under a program of the U.S. Department of Housing and Urban Development or some other source of Federal funding, Contractor shall also comply with and cause its subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in the periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010) available from the Agency's Compliance Division. If Contractor is required to comply with the Davis-Bacon Act, Contractor shall pay the higher of Davis-Bacon Act or state prevailing wages, on a trade-by-trade basis. By entering into this Agreement, Contractor certifies that it is not a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or if HUD funds are involved, to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. Contractor agrees to include, or cause to be included, the above provision, to be applicable to contractors and subcontractors, in each contract and subcontract for work covered under this Agreement.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents papers and records of the

Contractor and any subcontractors which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall maintain all required records for three years after City makes final payments and all other pending matters are closed.

Contractor shall comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. §874, as supplemented in Department of Labor regulations. (29 C.F.R. part 3.)

Contractor shall ensure compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327 – 33, as supplemented by Department of Labor regulations. See 29 C.F.R. part 5.

Contractor and any subcontractors must comply with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 C.F.R. part 3.)

If the Compensation exceeds \$100,000, Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency (EPA) regulations, which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. (See *e.g.* 47 C.F.R. §18.36(i)(12).)

If the Compensation exceeds \$100,000 for construction or facility improvements, Contractor must observe the building requirements contained in Attachment B of OMB Circular A-110.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by their respective officers duly authorized in that behalf.

**CITY OF HUNTINGTON PARK**

a Municipal Corporation

by: \_\_\_\_\_  
Graciela Ortiz, Mayor

ATTEST:

by: \_\_\_\_\_  
Donna Shwartz, City Clerk

APPROVED AS TO FORM

by: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**CONTRACTOR** \_\_\_\_\_

a California Corporation

by: \_\_\_\_\_  
President

by: \_\_\_\_\_  
Secretary

**GUARANTEE  
TO THE CITY OF \_\_\_\_\_  
PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT  
PHASE II IMPROVEMENTS  
FUNDED BY CDBG**

As a material inducement to the City to award the contract for Project No. \_\_\_\_\_ to \_\_\_\_\_, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included \_\_\_\_\_ in \_\_\_\_\_ this \_\_\_\_\_ project:

\_\_\_\_\_ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for one year from the date on which a notice of completion for the work is recorded.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement or repairs performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement or repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorney's and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

(Signatures on next page)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

[NOTARY REQUIRED]



**FAITHFUL PERFORMANCE BOND  
PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT  
PHASE II IMPROVEMENTS  
FUNDED BY CDBG**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as CONTRACTOR and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of HUNTINGTON PARK, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is 100 percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract with the City for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City; provided that any alternations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR\* \_\_\_\_\_

\_\_\_\_\_  
SURETY\*

\_\_\_\_\_  
\* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC: \_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND  
PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT  
PHASE II IMPROVEMENTS  
FUNDED BY CDBG**

WHEREAS, \_\_\_\_\_, as Principal, has entered into a contract dated \_\_\_\_\_, \_\_\_\_\_, (the "Contract") with the City of \_\_\_\_\_ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

\_\_\_\_\_  
\_\_\_\_\_ and all appurtenant work in accordance with the plans and specifications for Project No. \_\_\_\_\_, which requires Principal to file this bond to secure claims made under Civil Code Section 9100 et seq.

NOW THEREFORE, we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of \_\_\_\_\_, as Obligee, and all subcontractors, laborers, materialpersons and other persons employed in the performance of the referenced Contract, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The address at which the Principal may be served with notices, papers and other documents is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit,

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This document is signed by the respective parties on the dates next to their names.

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

## Surety

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

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

--OR--

Page: APPENDIX A.18

On \_\_\_\_\_, before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

**Appendix B-FEDERAL REQUIREMENTS**  
**B-1 FEDERAL LABOR STANDARD PROVISIONS**

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(II)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under subparagraph A.3.(I) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(I) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS**

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the

event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246).

- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for Minority Participation in Each Trade</u>	<u>Goals for Female Participation in Each Trade</u>
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246)

a. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
- (4) "Minority" includes:
  - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or Southern American, or other Spanish culture or origin, regardless of race);
  - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Opportunity Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any

covered contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

- d. The contractor shall implement the specific affirmative action standards provided in Paragraphs 3g(1) through 3g(15) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training or minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under Paragraph 3g(2), above.
- (6) Disseminate the contractor's equal employment opportunity (EEO) policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the

contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth, both on the side and in other areas of a contractor's work force.
  - (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations described in Paragraphs 3g(1) through (16), above. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 3g(1) through (16) of these specifications; provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.



- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of minority women is underutilized).
- j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.
- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions thereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number, and assigned social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or

other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
  - a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Nonsegregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
  - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor – ESA, 200 Constitution Avenue, NW, Room C3325, Washington, DC 20210, within ten working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
  - c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
  - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
  - e. For contracts in excess of \$10,000, bind subcontractors to the Federal equal employment opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

8. REHABILITATION ACT OF 1973. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

## AGENCY REPORT OF CONTRACT AWARD

TO: Reporting Unit Supervisor, CDBG Division  
Community Development Commission, County of Los Angeles

Date: \_\_\_\_\_  
FAX to (323) 890-8595

Project Name \_\_\_\_\_ CDBG Project Number \_\_\_\_\_ CDBG Program Manager \_\_\_\_\_  
Name of Local Contracting Agency (LCA) \_\_\_\_\_ Labor Standards Officer's Name (LSO) \_\_\_\_\_ LSO Initials \_\_\_\_\_

- 1 This Agency reports the date for ☐ formal bid opening, or ☐ informal solicitation for this construction contract was: \_\_\_\_\_
- 2 This ☐ Contract ☐ Sub-contract was awarded on \_\_\_\_\_ to the contractor identified below.  
The contract amount for the construction activity to be performed by this Contractor, as detailed below, is: \$ \_\_\_\_\_

IDENTIFY THE SPECIFIC SCOPE OF WORK FOR THIS CONTRACTOR	
Estimated Start Date: _____	Estimated Completion Date: _____

### IDENTIFY THE TRADES TO BE USED BY THIS CONTRACTOR AT THE CONSTRUCTION SITE

Estimated Workforce _____			
<input type="checkbox"/> Asbestos Worker <input type="checkbox"/> Bricklayer <input type="checkbox"/> Carpenter <input type="checkbox"/> Cement Mason <input type="checkbox"/> Electrician	<input type="checkbox"/> Equipment Operator <input type="checkbox"/> Glazier <input type="checkbox"/> Ironworker <input type="checkbox"/> Laborer <input type="checkbox"/> Labor/Striper	Group _____  Group _____  Group _____	<input type="checkbox"/> Lather <input type="checkbox"/> Marble setter <input type="checkbox"/> Painter <input type="checkbox"/> Plasterer <input type="checkbox"/> Plumber
<input type="checkbox"/> Roofer <input type="checkbox"/> Sheet metal worker <input type="checkbox"/> Terrazzo Worker <input type="checkbox"/> Tile layer			

- 3 This is a Section 3 qualified contract and a Section 3 Pre-Bid Meeting was held on \_\_\_\_\_ (Date) ☐ N/A  
A copy of the completed Section 3 Bid Evaluation form was provided to the CDC on \_\_\_\_\_ (Date) ☐ N/A
- 4 The LCA verified this Contractor's Eligibility prior to contract award and documented the project file with search results from:  
The California Contractors State Licensing Board (CSLB) Internet website (<http://www.cslb.ca.gov/>) on \_\_\_\_\_ (Date)  
The List of Parties Excluded from federal contract award Internet website (<https://www.epls.gov/>) on \_\_\_\_\_ (Date)
- 5 The Contractor(s) acknowledge, by signature below, that: "This construction project is funded in whole or in part with Federal funds."
- 6 Federal Labor Standards Provisions (HUD-4010 form), was provided to this contractor by attaching a copy to his/her agreement.
- 7 The applicable Federal Wage Decision (identified below) was also provided to this contractor by attaching a copy to his/her agreement.  
Federal Wage Decision Number: CA \_\_\_\_\_ Mod. \_\_\_\_\_, DATED \_\_\_\_\_ (<http://www.wdol.gov/>).
- 8 The Contractor(s) further acknowledge that federal prevailing wage and fringe benefit rates must be paid to all workers each week.
- 9 The LCA sent a Notice of Contract Award letter to the U.S. Dept. of Labor, OFCCP (contracts \$10,000 or more) on \_\_\_\_\_ (Date) ☐ N/A

☐ PRINT - Prime Contractor Company Name  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Employer Identification Number: \_\_\_\_\_  
Contractor License Number: \_\_\_\_\_

☐ PRINT - Subcontractor Company Name  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Employer Identification Number: \_\_\_\_\_  
Contractor License Number: \_\_\_\_\_

☐ Black American  
☐ White American  
☐ Hispanic American

☐ Women Owned Business  
☐ Minority Owned Business

☐ Native American  
☐ Hasidic Jews  
☐ Asian/Pacific American

☐ Black American  
☐ White American  
☐ Hispanic American

☐ Women Owned Business  
☐ Minority Owned Business

☐ Native American  
☐ Hasidic Jews  
☐ Asian/Pacific American

## Guidelines for completing the *Agency Report of Contract Award* form

The *Agency Report of Contract Award* (ARCA) form is designed to protect the interest of all parties concerned. The LSO will process the form as follows:

- **LCA**
    - Enter the basic project information on the form,
    - Enter the dollar amount of the Prime Contract
    - Explain the prevailing wage requirements as outlined in the specifications,
    - Do not sign the form until it is returned, completed by the prime and/or sub,
    - Collect form from the contractor and review for accuracy,
    - Sign and fax or email completed forms to the CDBG Reporting Unit
  - **Prime Contractor**
    - Provide an estimated start and end date, and a summary the Scope of Work,
    - Identify the basic trades and number of workers to be used on site,
    - Complete lower left section – business address and EEO portion, and
    - Sign and return the form to the LCA,
    - For Subcontractor forms, provide the dollar amount of the subcontract
    - Ensure subcontractor has a copy of the *HUD-4010* form & *Wage Decision*
    - Collect form from the contractor, review it for accuracy, and forward to LCA.
  - **Subcontractor**
    - Provide an estimated start and end date, and a summary the Scope of Work,
    - Identify the basic trades and number of workers to be used on site,
    - Complete lower right section – business address and EEO portion, and
    - Sign and return the form to the Prime Contractor.
1. **Date of formal Bid Opening or Informal Solicitation Date:** LCA identifies the date of formal bid opening was held. For an informal solicitation, the date that the contractor signed a construction contract with the LCA.
  2. **Contract Award Date:**
    - Prime Contracts,** the date an agreement was signed with the LCA.
    - Subcontracts,** the date an agreement was signed with the prime contractor.
  3. **Section 3 Qualified Contracts.** The agency's LSO or *Section 3 Coordinator* will conduct a presentation at the *Section 3 Pre-Bid Meeting*. The meeting must be held by the LCA to inform prospective bidders of hiring and employment requirements and the bid preference opportunity allowed by the Section 3 requirements. Also, during the bid evaluations, the LCA will include a *Section 3* analysis to determine each bidder's *Section 3* Responsiveness and provide CDC with a copy of their evaluation.
  4. **Contractor Eligibility:** Prior to any contract or subcontract award, the LCA will ensure that each contractor is eligible to receive a federally funded construction contract. Ensuring that the license of each contractor is current and active is part of the LCA bid evaluation process, and includes:
    1. Obtaining the state license number of each bidder and proposed sub-contractor
    2. Contact the CA Contractor State License Board at (800) 321-2752 or on-line at <http://www.cslb.ca.gov>
    3. Enter the contractor's license number and click on "Check License"
    4. The License Detail page will display; Business Information, License Status, Personnel List, etc.
    5. Print a copy of this page to assist in completing the contractor's eligibility verification.
    6. Access the Federal List of Excluded Parties on-line at <https://www.epis.gov/>
    7. From the EPLS Search Menu, select "Multiple Names"
    8. Enter the business name and all personnel as they appear on the license search
    9. The results of your search will be displayed, print a copy and place it in your Labor Standards Enforcement file
  5. **Contractor Acknowledgement:** acknowledges that the project is federally-funded and the prevailing wage requirements of the *Davis-Bacon and Related Acts* will be administered, monitored, and enforced by the LCA, or their assigned representative, in accordance with the *Federal Labor Standards Provisions*.
  6. **Federal Labor Standards Provisions:** A copy of the current *HUD-4010* form that outlines the labor requirements for each contractor must be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$25,000. The Prime Contractor must attach a current copy of the *HUD-4010* form to each subcontract.
  7. **Federal Wage Decision:** A copy of the current *Wage Decision* that identifies the minimum hourly wage and fringe benefit payments to workers must also be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$2,000. The Prime Contractor must attach a copy of the applicable *Wage Decision* and *HUD-4010* form to each subcontractor ARCA to ensure that each subcontractor was informed of his/her obligation to pay prevailing hourly wages and fringe benefits to workers each week.
  8. **Contractor's Acknowledgement:** Federal prevailing wage and fringe benefits rates must be paid to workers each week.
  9. **Notice of Contract Award.** For all contracts awarded in the amount of \$10,000 or more, the LCA must ensure that a "Notice of Contract Award" letter is sent to the Office of Federal Contract Compliance Programs (OFCCP) at the address below and a copy of the signed letter must be placed in the project file

U.S. Department of Labor, Office of Federal Contract Compliance Programs  
11000 Wilshire Boulevard, Suite 8103  
Los Angeles, CA 90024

**CERTIFICATION OF UNDERSTANDING  
AND AUTHORIZATION**

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

Contracting Agency: \_\_\_\_\_

This is to certify that the principals and the authorized payroll officer, below, have read and received a copy of the Federal Labor Standard Provisions (HUD-4010) and a copy of the Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects, and that they understand the labor standards clauses pertaining to the above-listed project.

The following person is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance form that will accompany each weekly payroll report for the contractor listed below during the duration of this project:

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Payroll Officer Name (print)

\_\_\_\_\_  
Payroll Officer (signature)

\_\_\_\_\_  
Name of Person Authorized to Sign (print)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Report of Additional  
Classification and Wage Rate**U.S. Department of Housing and Urban Development  
Office of Labor RelationsOMB Approval No. 2501-0011  
(Exp. 01/31/2010)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

**Instructions****General:**

**Contractors/Employers:** Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits, that are proposed.

**Local Agency Staff:** Complete items 2 through 10. Submit one copy of this form to the responsible HUD Labor Relations Office with a copy of the applicable Davis-Bacon wage decision and the written request from the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example: New construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 20 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

**Remainder of Form:** HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff. Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, and a cover letter explaining how the employer's request failed to meet one or more of the criteria.

**Submission of Report**

Completed forms shall be sent to: Branch of Construction Wage Determinations, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room S-3014, Washington, DC 20210.

HUD-4230A (5-03) PREVIOUS EDITION IS OBSOLETE

**Appendix B - FEDERAL REQUIREMENTS**

**B-2 CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS  
ENTERPRISE, LABOR SURPLUS AREA FIRMS**



## **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
  - a. Including qualified small and minority businesses on solicitation lists.
  - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
  - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.
  - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of women's business enterprise.
3. Grantees are encouraged to procure goods and services from labor surplus areas.

**Appendix B - FEDERAL REQUIREMENTS**  
**B-3 PUBLIC WORKS PAYROLL REPORT FORMAT**

\_\_\_\_\_ 20\_\_\_\_ 4876

**PUBLIC WORKS PAYROLL REPORTING FORM**

Page 1

NAME OF CONTRACTOR OR SUBCONTRACTOR:										ADDRESS:															
CONTRACTOR'S LICENSE NO. SPECIALTY LICENSE NO.										PROJECT OR CONTRACT NO. PROJECT AND LOCATION:															
PAYROLL NO. FOR WEEK ENDING:										SELF-INSURED CERTIFICATE NO. WORKERS COMPENSATION POLICY NO.															
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WH. EMP.	(3) WORK CLASSIFICATION	ST. OF	(4) DAY DATE							(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS										(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																					
				S	M	T	W	Th	F	S															
			S										THIS PROJECT	ALL PROJECTS	FICA (SOC. SEC.)	FED. TAX	FICA (SOC. SEC.)	FED. TAX	STATE TAX	SDI	VAC. HOLIDAY	HEALTH & WELF.	PENSION		
			O												FUND ADMIN	TRAINING	FUND ADMIN	TRAINING	DUES	TRAV. SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FICA (SOC. SEC.)	FED. TAX	FICA (SOC. SEC.)	FED. TAX	STATE TAX	SDI	VAC. HOLIDAY	HEALTH & WELF.	PENSION		
			O												FUND ADMIN	TRAINING	FUND ADMIN	TRAINING	DUES	TRAV. SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FICA (SOC. SEC.)	FED. TAX	FICA (SOC. SEC.)	FED. TAX	STATE TAX	SDI	VAC. HOLIDAY	HEALTH & WELF.	PENSION		
			O												FUND ADMIN	TRAINING	FUND ADMIN	TRAINING	DUES	TRAV. SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FICA (SOC. SEC.)	FED. TAX	FICA (SOC. SEC.)	FED. TAX	STATE TAX	SDI	VAC. HOLIDAY	HEALTH & WELF.	PENSION		
			O												FUND ADMIN	TRAINING	FUND ADMIN	TRAINING	DUES	TRAV. SUBS.	SAVINGS	OTHER*	TOTAL DEDUCTIONS		

S = STRAIGHT TIME  
O = OVERTIME

\*OTHER: Any other deductions, contributions, and/or payments, whether or not included or required by prevailing wage determinations, must be accurately stated. Use extra sheets if necessary.

**CERTIFICATION MUST BE COMPLETED**

**Appendix B - FEDERAL REQUIREMENTS**

**B-4 STATEMENT OF COMPLIANCE**

## STATEMENT OF COMPLIANCE

CONTRACTOR/SUBCONTRACTOR	CONTRACT NUMBER
FIRST DAY AND DATE OF PAY PERIOD	LAST DAY AND DATE OF PAY PERIOD

I do hereby certify under penalty of perjury:

- (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract, that all persons employed on said project for the above-referenced time period have been paid their full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person; and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person other than permissible deductions.
- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; and that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates:
  - (a) ☐ Specified in the applicable wage determination incorporated into the contract.
  - (b) ☐ Determined by the Director of Industrial Relations for the county or counties in which the work is performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.
- (4) That fringe benefits as listed in the contract:
  - (a) ☐ Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.
  - (b) ☐ Have been paid directly to the listed employee(s), except as noted below.
  - (c) ☐ See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE

On federally funded projects, permissible deductions are defined in regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 848, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c).

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

## **INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE**

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This statement of compliance meets the needs of the state and federal payroll requirements to pay fringe benefits in addition to payment of minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various preapproved plans, funds, or programs or by making these payments to the employees as part of their weekly wage payments.

The contractor must **show on the face of his or her payroll all monies paid to the employees** whether as basic rates or as total hourly wage amounts in lieu of fringes. The contractor shall report in the statement of compliance that **he or she is paying to others** fringes required by the contract and not paid directly to the employees in lieu of fringes.

Detailed instructions follow:

### **Contractors required to pay Federal Wage Rates:**

Such a contractor shall check paragraph 2(a) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates specified in the applicable wage determination incorporated into the contract.

### **Contractors required to pay the State Prevailing Wage Rates as determined by the Director of Industrial Relations:**

Such a contractor shall check paragraph 2(b) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates determined by the Director of Industrial Relations for the county or counties in which the work is performed.

### **Contractors who pay all required fringe benefits:**

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decisions shall continue to show on the face of his or her payroll the basic hourly rate and overtime rate paid to his or her employees, just as he or she has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he or she is also paying approved plans, funds, or programs within the time required for the receipt of those sums, not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

### **Contractors who pay no fringe benefits:**

A contractor who does not pay fringe benefits to an approved plan shall pay a like amount to the employee. This payment can be reported by inserting in the straight time hourly rate column of his or her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and one-half on wages paid in lieu of fringes, the overtime rate shall be not less than one and one-half the basic predetermined rate, plus the required cash in lieu of fringes at the straight-time rate. To simplify computation of overtime, it is suggested that the straight-time basic rate and payment in lieu of fringes be separately stated in the hourly rate column, thus \$14.56/5.11. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he or she is paying fringe benefits directly to his or her employees. Any exceptions shall be noted in Section 4(c).

### **Use of Section 4(c) Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obligated to pay the deficiency directly to the employees as wages in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as wages in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

**Appendix B - FEDERAL REQUIREMENTS**  
**B-5 FRINGE BENEFIT STATEMENT FORMAT**

## CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

	Classification / Fringe Benefits Provided	Amount	Name, Address, and Telephone Number of Plan/Fund Program
1)	Health and Welfare	\$	
	Pension	\$	
	Vacation	\$	
	Apprenticeship/Training	\$	
2)	Health and Welfare	\$	
	Pension	\$	
	Vacation	\$	
	Apprenticeship/Training	\$	
3)	Health and Welfare	\$	
	Pension	\$	
	Vacation	\$	
	Apprenticeship/Training	\$	

OR: (Check if applicable)

☐ I certify that I do not make payments to approved fringe benefit plans, funds, or programs.

\_\_\_\_\_  
(Contractor/Subcontractor)

by \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)



**Appendix B - FEDERAL REQUIREMENTS**  
**B-6 COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

## **COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

**Appendix B - FEDERAL REQUIREMENTS**

**B-7 SECTION 3 CLAUSE**

## **SECTION 3 CLAUSE**

(All Section 3 covered contracts shall include the Section 3 Clause.)

### Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

A **Section 3 Responsive bidder** is a bidder that submits a Section 3 Business Certification form with the bid, and

1. Qualifies as a Section 3 Business concern because the business
  - Is 51% owned by low-income residents, or
  - 30% or more of its permanent full-time employees are low-income residents, and
  - Provides the Section 3 Resident Certification form(s) for each qualified employee.
- OR -
2. Makes a written commitment by submitting a Section 3 Economic Opportunity Plan with their bid indicating that the bidder will:
  - Hire at least 30% aggregate new-hires that are qualified low-income residents, and
  - Provide the Section 3 Resident Certification form(s) for each Section 3 new-hire, or
  - Subcontract 25% or more of the bid amount to qualified Section 3 Business Concern(s), and
  - Ensure that the Business Concern(s) provide Section 3 Resident Certification form(s) for each qualified employee.

NOTE: If the contract is awarded based upon the written commitment, the contractor will be responsible to document all efforts made to recruit Section 3 resident new-hires. Additionally, the recipient of a Section 3 contract who commits to the Section 3 goal is required to submit a Section 3 Summary Report by July 1 and/or with their final Certified Payroll Report submission.

First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan).

A **Section 3 Non-responsive bidder** is a bidder that:

- Fails to provide a Section 3 Business Certification form documenting Section 3 qualifications with a bid response, or
- Fails to provide a Section 3 Business Certification form and an Economic Opportunity Plan with a bid response.

However, if the lowest bid of a qualified Section 3 Responsive Bidder is not reasonable (not within the Zone of Consideration), as defined below, the construction contract shall be awarded to the lowest bid from any responsive and responsible bidder.

A **REASONABLE bid** is a bid that is not more than the value of "X" higher than the **LOWEST BID**.

1. The actual dollar amount of bid received from any responsible bidder, **PLUS**
2. The **"X" FACTOR**, which is the lesser of:
  - a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
  - b. The actual dollar amount listed on the chart below.
3. Equal the **MAXIMUM ACCEPTABLE BID**.

#### ZONE OF CONSIDERATION

If the Lowest Bid is		The "X" FACTOR is the Lesser of	
At Least	But Less Than		
\$100,000	N/A	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

**Appendix B - FEDERAL REQUIREMENTS**

**B-8 APPLICABLE FEDERAL WAGE DECISION**

*Current Wage Decision is provided at the time of the bid advertisement. Bidders shall download updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from <http://www.wdol.gov>. On the web site, select the following: State: CALIFORNIA, County: LOS ANGELES, Construction Type: BUILDING, HEAVY & HIGHWAY.*

General Decision Number: CA160033 11/11/2016 CA33

Superseded General Decision Number: CA20150033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/22/2016
3	02/19/2016
4	02/26/2016
5	03/04/2016
6	04/01/2016
7	05/20/2016
8	07/08/2016
9	07/22/2016
10	07/29/2016
11	08/12/2016
12	08/26/2016
13	09/16/2016
14	10/28/2016
15	11/11/2016

ASBE0005-002 07/04/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all		

types of mechanical systems).....\$ 38.37	20.13
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 26.15	17.31

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ASBE0005-004 07/04/2016

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 18.38		10.82

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BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....\$ 41.17		28.27

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\* BRCA0004-007 05/01/2016

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....\$ 39.01		15.55

\*The wage scale for prevailing wage projects performed in  
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
Palms, Needles and 1-15 corridor (Barstow to the Nevada  
State Line) will be Three Dollars (\$3.00) above the  
standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2016

	Rates	Fringes
MARBLE FINISHER.....\$ 28.45		11.38
TILE FINISHER.....\$ 24.53		4.19
TILE LAYER.....\$ 35.89		8.55

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BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....\$ 26.59		10.34
TERRAZZO WORKER/SETTER.....\$ 33.63		11.13



CARP0409-001 07/01/2015

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 39.83	11.58
(2) Millwright.....	\$ 40.90	11.58
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 40.53	11.58
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.58
(5) Sawfiler.....	\$ 37.44	11.58
(6) Scaffold Builder.....	\$ 28.55	11.58
(7) Table Power Saw Operator.....	\$ 37.45	11.58

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

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CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

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CARP0409-008 08/01/2010

	Rates	Fringes
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Modular Furniture Installer.....\$ 17.00 7.41

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ELEC0011-004 08/01/2016

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....\$ 41.45		27.96
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....\$ 41.45		27.96
Technician.....\$ 31.09		27.65

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.  
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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\* ELEC0011-005 08/01/2016

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

Rates	Fringes
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Communications System

Installer.....	\$ 30.73	14.00
Technician.....	\$ 30.10	12.48

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. \*Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

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ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 52.85		15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 42.21		14.32
(3) Groundman.....\$ 32.28		14.03
(4) Powderman.....\$ 47.19		14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 49.90		28.38

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5  
years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after  
Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2016

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....\$ 39.95		23.35
GROUP 2.....\$ 40.73		23.35
GROUP 3.....\$ 41.02		23.35
GROUP 4.....\$ 42.51		23.35
GROUP 5.....\$ 41.86		23.35
GROUP 6.....\$ 41.83		23.35
GROUP 8.....\$ 42.84		23.35
GROUP 9.....\$ 42.19		23.35
GROUP 10.....\$ 42.96		23.35
GROUP 11.....\$ 42.31		23.35
GROUP 12.....\$ 43.13		23.35
GROUP 13.....\$ 43.23		23.35
GROUP 14.....\$ 43.26		23.35
GROUP 15.....\$ 43.34		23.35
GROUP 16.....\$ 43.46		23.35
GROUP 17.....\$ 43.63		23.35

GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 43.20	22.15
GROUP 2.....	\$ 43.98	22.15
GROUP 3.....	\$ 44.27	22.15
GROUP 4.....	\$ 44.41	22.15
GROUP 5.....	\$ 44.63	22.15
GROUP 6.....	\$ 44.74	22.15
GROUP 7.....	\$ 44.86	22.15
GROUP 8.....	\$ 45.03	22.15
GROUP 9.....	\$ 45.20	22.15
GROUP 10.....	\$ 46.20	22.15
GROUP 11.....	\$ 47.20	22.15
GROUP 12.....	\$ 48.20	22.15
GROUP 13.....	\$ 49.20	22.15
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

**PREMIUM PAY:**

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes load, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power

driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer,

dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator,



operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San

Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W,

SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60

(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

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IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0300-001 07/01/2016

	Rates	Fringes
Brick Tender.....	\$ 30.52	18.56

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LABO0300-003 07/04/2016

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 38.09	19.07
GROUP 2.....	\$ 38.41	19.07
GROUP 3.....	\$ 38.87	19.07
GROUP 4.....	\$ 39.56	19.07
LABORER		
GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07

GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

#### LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of

joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person,



wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

-----  
LABO0300-005 01/01/2016

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 30.43	16.07

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/03/2016

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 37.89	20.50
GROUP 2.....	\$ 36.94	20.50
GROUP 3.....	\$ 33.40	20.50

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzle men

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/04/2016

	Rates	Fringes
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Laborers: (HORIZONTAL  
DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...	\$ 33.65	13.95
(2) Vehicle Operator/Hauler.	\$ 33.82	13.95
(3) Horizontal Directional Drill Operator.....	\$ 35.67	13.95
(4) Electronic Tracking Locator.....	\$ 37.67	13.95

Laborers: (STRIPING/SLURRY  
SEAL)

GROUP 1.....	\$ 34.86	17.03
GROUP 2.....	\$ 36.16	17.03
GROUP 3.....	\$ 38.17	17.03
GROUP 4.....	\$ 39.91	17.03

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LAB01414-001 08/03/2016

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 31.60	19.28
PLASTER TENDER.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
PAIN0036-001 07/01/2015

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.29	12.83
(2) All Other Work.....	\$ 30.72	12.83

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

-----  
PAIN0036-006 10/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary:		
Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 32.05	16.82
Remainder of Los Angeles County.....	\$ 36.18	16.82

-----  
PAIN0036-015 06/01/2016

	Rates	Fringes
GLAZIER.....	\$ 41.70	21.13

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

-----  
PAIN1247-002 05/01/2016

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.10	14.06

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PLAS0200-009 08/05/2015

	Rates	Fringes
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PLASTERER.....	\$ 38.44	13.77
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PLAS0500-002 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.30	23.33

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PLUM0016-001 07/01/2016

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter		
All other work except		
work on new additions and		
remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft.		
of floor space and work		
on strip malls, light		
commercial, tenant		
improvement and remodel		
work.....	\$ 47.19	21.41
Work ONLY on new additions		
and remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft. of		
floor space.....	\$ 45.73	20.43
Work ONLY on strip malls,		
light commercial, tenant		
improvement and remodel		
work.....	\$ 35.69	18.76

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PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 29.27	19.75
Sewer & Storm Drain Work....	\$ 33.24	17.13

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ROOF0036-002 08/01/2015

	Rates	Fringes
ROOFER.....	\$ 35.07	14.40

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

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SFCA0669-013 04/01/2016

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT  
PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS  
OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.32	20.27

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SFCA0709-005 07/01/2015

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS  
ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS  
ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.93	24.04

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SHEE0105-002 07/01/2016

LOS ANGELES (South of a straight line between gorman and Big  
Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 24.76	9.51
(2) Modernization :		
Excluding New Construction		
- Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....		
	\$ 41.86	26.88

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SHEE0105-003 07/01/2016

LOS ANGELES (South of a straight line drawn between Gorman and  
Big Pines)and Catalina Island, INYO, KERN (Northeast part, East  
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New		

Construction and Remodel work.....	\$ 41.86	26.88
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 41.86	26.88

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SHEE0105-004 07/01/2016

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North  
of a straight line drawn between Gorman and Big Pines including  
Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 31.69	26.21

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\* TEAM0011-002 08/01/2016

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.09	26.39
GROUP 2.....	\$ 29.24	26.39
GROUP 3.....	\$ 29.37	26.39
GROUP 4.....	\$ 29.56	26.39
GROUP 5.....	\$ 29.59	26.39
GROUP 6.....	\$ 29.62	26.39
GROUP 7.....	\$ 29.87	26.39
GROUP 8.....	\$ 30.12	26.39
GROUP 9.....	\$ 30.32	26.39
GROUP 10.....	\$ 30.62	26.39
GROUP 11.....	\$ 31.12	26.39
GROUP 12.....	\$ 31.55	26.39

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,  
El Centro Naval Facility, Fort Irwin, Marine Corps  
Logistics Base at Nebo & Yermo, Mountain Warfare Training  
Center, Bridgeport, Point Arguello, Point Conception,  
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2  
axles; Traffic control pilot car excluding moving heavy

equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage



determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**CITY OF HUNTINGTON PARK, CALIFORNIA**



**BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS  
for  
PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT  
PHASE II IMPROVEMENTS  
FUNDED BY CDBG**

**Date Issued: November 3, 2016**

**Prepared under the supervision of:**

**Michael Ackerman, PE, QSD  
Acting Director of Public Works/City Engineer  
Public Works Department  
City of Huntington Park  
RCE 64663**

**Bid Due Date:**

**December 5, 2016, 2:00 PM**

**Submit bids to:**

**Office of the City Clerk  
City of HUNTINGTON PARK  
6550 Miles Avenue  
Huntington Park, CA 90255**

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### APPENDICES:

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#### Appendix B-FEDERAL REQUIREMENTS

- B-1 FEDERAL LABOR STANDARD PROVISIONS
- B-2 CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, LABOR SURPLUS AREA FIRMS
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- B-6 COMPLIANCE WITH CLEAN AIR AND WATER ACTS
- B-7 SECTION 3 CLAUSE
- B-8 APPLICABLE FEDERAL WAGE DECISION  
Current Wage Decision is provided at the time of the bid advertisement. Bidders shall download updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from <http://www.wdol.gov/dba.aspx>. On the web site, select the following: State: CALIFORNIA, County: LOS ANGELES, Construction Type: HIGHWAY.

#### Appendix C-PLANS

**A. NOTICE INVITING FORMAL SEALED BIDS**  
**PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT**  
**PHASE II IMPROVEMENTS**  
**FUNDED BY CDBG**

PUBLIC NOTICE IS HEREBY GIVEN that the City of HUNTINGTON PARK invites sealed bids for the above stated project and will receive such bids in the Office of the City Clerk, City of HUNTINGTON PARK, 6550 Miles Avenue, HUNTINGTON PARK, CA 90255, up to the hour of 2 pm, on December 5 2016. Any bids received late will be returned unopened. The bids received will be publicly opened approximately 15 minutes after the bid submittal deadline in the City Council Chambers.

**Pre-Bid Meeting:**

No Pre-Bid Meeting is scheduled for this project.

**Bidding and Contract Documents, Plans and Specifications Available:**

Copies of the Bidding and Contract Documents, Plans and Specifications can be obtained as follows:

1. Please e-mail your request with your contact information to: [okan.demirci@transtech.org](mailto:okan.demirci@transtech.org). Upon receipt of your e-mail, you will be registered as a plan holder, and a pdf file of the Bidding and Contract Documents, Plans and Specifications will be e-mailed to you at no cost.
2. Hard copy of the Bidding and Contract Documents, Plans and Specifications can be picked up from City Engineers Office, City of HUNTINGTON PARK, 6550 Miles Avenue, HUNTINGTON PARK, CA 90255. Please first e-mail to [okan.demirci@transtech.org](mailto:okan.demirci@transtech.org) and request a hard copy 2 days in advance. Make check payable to "City of HUNTINGTON PARK". Place a note on the check as follows: Cost for Bidding and Contract Documents, Plans and Specifications for PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT.
3. Hard copies will not be mailed.

**Scope of Work:**

The work consists of furnishing all materials, equipment, tools, labor, and incidentals as described in detail in the Bidding and Contract Documents, Plans and Specifications to construct the project.

**Estimated Cost of Work:**

Estimated cost is **\$300,000**.

**Location of Work:**

The project is located at Pacific Boulevard, (see plans for exact locations and improvements) in the City of Huntington Park, CA 90255.

**Retention:**

The City will deduct a State-mandated 5 percent retention from all progress payments.

**Project Completion:**

The project shall be completed in **50** working days.

**Bid Bond:**

Bids must be accompanied by a bid bond, made payable to the City of HUNTINGTON PARK for an

amount no less than ten percent (10%) of the bid amount.

**Required License Classification:**

Required License Classification is State of California, A-General Engineering Contractor. No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of the Business and Professions Code.

**SB 854 Requirements**

This project is subject to the requirements of SB 854. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered and qualified. No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]

**Prevailing Wages Required:**

Prevailing wages shall be paid to all workers in accordance with California Labor Code 1771. A copy of the prevailing wages schedule is on file with the City. Because this project is also funded in part by CDBG Federal Funds, Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the case of difference between the State and Federal Wage Rates for a classification or requirement, the higher rate and requirement shall apply.

**Federally Funded CDBG Project:**

This is a Federally-assisted construction project. Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. Current Wage Decision is provided at the time of the bid advertisement. Bidders shall download updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from <http://www.wdol.gov>. On the web site, select the following: State: CALIFORNIA, County: LOS ANGELES, Construction Type: BUILDING, HEAVY & HIGHWAY. In the event of a labor dispute, when Federal and State wage rates are in conflict, the higher of the two will prevail.

The cost of this project is over \$200,000, and this will be a HUD Section 3 construction contract and all bidders must commit to employ low-income residents from the local community to achieve the Section 3 goals and to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 requirements shall be considered a non-responsive bidder to this Invitation for Bids. First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan).

**DBE:**

There is no mandatory DBE Participation requirement. All bidders are required to comply with all

applicable competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veterans. The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

**Bonds Required:**

A labor and materials payment bond is required in accordance with California Civil Code 9550 in a form approved by the City. Also, a performance bonds and public improvement warranty are required. See Sample Contract for the required bond forms.

**Substitution of Securities for Retention:**

The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

**Excavation Safety:**

If the work involves an excavation or trench five feet or deeper, the bid must contain a separate bid item for adequate sheeting, shoring, bracing and safety measures approved by the City.

**Environmentally Sensitive Materials**

- ✓ ☐ This Invitation for Bids does not specify locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project which would be subject to Section 1603 of the Fish and Game Code.
- ~~☐ This Invitation for Bids does specify locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project and is subject to the following conditions imposed pursuant to Section 1603 of the Fish and Game Code:~~

**City Business License:**

The successful Contractor and his subcontractors will be required to possess business licenses from the City.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work's contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 90 calendar days.

Any contract entered into pursuant to this notice shall become effective or enforceable against the City of HUNTINGTON PARK only when the formal written contract has been duly executed by the appropriate officers of the City.

Submittal of your bid assumes that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact via e-mail:

okan.demirci@transtech.org

All inquiries must be submitted in writing by e-mail.

BY ORDER of the City of HUNTINGTON PARK, California.



**B. INSTRUCTIONS TO BIDDERS**  
**PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT**  
**PHASE II IMPROVEMENTS**  
**FUNDED BY CDBG**

**LOCATION OF WORK**

The project is located at Pacific Boulevard, (see plans for exact locations and improvements) in the City of Huntington Park, CA 90255.

**PROPOSAL FORMS**

Bids shall be submitted on the Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any proposal not meeting these requirements.

**PROPOSAL GUARANTEE**

Proposals must be accompanied by a proposal guarantee consisting of a bid bond payable to the City of HUNTINGTON PARK in the amount not less than 10 percent of the total amount of bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

**DELIVERY OF PROPOSAL**

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

**PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT**  
**PHASE II IMPROVEMENTS**  
**FUNDED BY CDBG**

**DO NOT OPEN WITH REGULAR MAIL**

It is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Late proposals will not be considered and will be returned unopened.

**CONSTRUCTION SCHEDULE, PROGRESS OF WORK, LIQUIDATED DAMAGES**

After notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed Construction Schedule. At a scheduled date prior to commencement of work, the Contractor and all subcontractors shall attend a pre-construction conference at the City Hall. The selected Contractor shall complete the project per the schedule indicated in the Notice of Inviting Bids section of the specifications. The Contractor agrees that failure to complete work within the time allowed will result

in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of City of HUNTINGTON PARK. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the/an allotted time so that the damages are minimized.

#### **WITHDRAWAL OF PROPOSALS**

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after the bid opening hour stipulated in the Notice Inviting Bids without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

#### **IRREGULAR PROPOSALS**

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

#### **DISQUALIFICATION OF BIDDERS**

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

#### **DISCREPANCIES AND MISUNDERSTANDINGS**

Before submitting a Proposal, Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed, and shall include in the Proposal, the cost of all items necessary in the construction of the

project. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such the Bidder might have fully informed himself prior to the bidding. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the City. Should a Bidder find any ambiguity, inconsistency or error in the plans and project manual, or be in doubt as to their meaning, the Bidder shall notify the City, in writing as specified in the Notice of Inviting Bids Section. Issues requiring clarification will be addressed in a written addendum response, sent by facsimile to each Bidder, person or firm recorded by the City as having received plans. Any addenda issued by the City during the time of bidding are to be included in the proposal from the Bidder, and shall become a part of the Bid documents. The Bidder shall acknowledge receipt of addenda on the proposal form in the space provided. By submitting a bid, the Bidder shall be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the plans, specifications, site conditions and/or contract provisions.

#### **PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fee is charged for the Permit issued by the City for a public works project. The Contractor shall pay for and obtain a City Business License.

#### **CONTRACTORS LICENSE LAW**

The successful Bidder shall comply with and require all subcontractors to comply with all Federal, State and City Contractor License Laws and be dully Registered and Licensed thereunder as required.

#### **BONDS**

The successful Bidder is required to provide and pay for a performance and a payment bond as stated in SECTION 2-4 CONTRACT BONDS, of the Greenbook (Standard Specifications for Public Works Construction, latest edition). These bonds shall cover the faithful performance (100%) of the Contract for Construction and the payment of all obligations (100%) arising thereunder, in such form as the City may prescribe and with such sureties as they may approve. The successful Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

The City reserves the right to reject any proposed bonding company without stating cause. In this event the successful Bidder shall provide an alternate bonding company selection acceptable to the City.

Bonds shall conform to State statutes regarding performance bond and labor and material payment bonds with amount shown on each part equal to 100% of the total amount payable by terms of the Contract for

Construction. The surety company shall be licensed to do business in the state in which the construction project is located and shall be acceptable to the City. Bond amounts shall be increased to include any Change Order(s) added to the contract to 100% total value amount of each Change Order. Bonds will be recorded along with a copy of the construction contract in the County Recorder Records by the General Contractor with written proof submitted to the City.

## **CONTRACT AND INSURANCE**

Bidders shall comply with the contract and insurance requirement included in SAMPLE CONSTRUCTION CONTRACT.

## **SOCIAL SECURITY ACT**

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the Social Security Act and also the provisions of the act of the State Legislature Approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data, and the contractor further agrees to indemnify and hold harmless the City of HUNTINGTON PARK of and from any and all claims and demands made against it by virtue of the failure of the contractor or any subcontractors to comply with the provisions of any or all of said acts and amendments.

## **TAXES**

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable. The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The successful Bidder further agrees to defend, indemnify and hold harmless the City of HUNTINGTON PARK of and from any and all claims and demands made against the City or its officers, agents or employees by virtue of the failure of the Contractor or any Subcontractors to comply with the provisions of any or all said laws and amendments.

## **WAIVER OF LIENS**

The successful Bidder (General Contractor) is responsible for the payment of all bills for labor and materials furnished by the subcontractors, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the City, unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractors and suppliers involved.

If any liens are filed against the City property, the City may, at its option, demand General Contractor immediately provide a bond in accordance with state statutes.

## **LEGAL RESPONSIBILITIES**

All proposals must be submitted, filed and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

## **AWARD OF CONTRACT**

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the City. The City of HUNTINGTON PARK reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 90 calendar days, as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

The Contractor shall submit a signed contract, bonds, insurance and all necessary documents to the City, within the required schedule.

## **EMPLOYMENT OF APPRENTICES**

Attention is directed to the provisions in Section 1777.5 of the California Labor Code concerning employment of apprentices by the contractor or any subcontractor under him. The contractor and any subcontractor under him shall comply with the requirements of said section in the employment of apprentices; however, the contractor shall have full responsibility for compliance with said Labor Code section for all apprenticable occupations, regardless of any other contractual or employment relationships alleged to exist.

## **CONFLICT OF INTEREST**

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA-24 CFR 85.36 and Non-Profit Organizations – 24 CFR 84.4), OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

## **SUBCONTRACTS**

The Contractor is required to perform, with its own organization, contract work amounting to at least 40 percent of the Contract Price. Failure to meet these requirements will result in disqualifying of the bid or termination of the contract. This provision supersedes any other provisions which specified a different subcontract requirement. Proposed subcontractor names, a general description of the work to be performed by each subcontractor and the dollar amount for each subcontractor shall be submitted with

the bid.

## **PROJECT CLOSE OUT DOCUMENTS**

Within 10 calendar days of completion of the project, the Contractor shall submit project close out documents, including: Drawings showing as built conditions with red pencil; All warranties and guarantees; All paperwork required for labor compliance; All final lien releases; All other project related documents requested by the City.

## **PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder's attention is directed to the applicable provisions in the Standard Specifications for Public Works Construction requirements and conditions which must be observed in the preparation of the proposal form and the submission of the bid.

1. Examination of Site, and Specifications: Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the Bidder shall be held to have personally examined the site, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the specifications, site conditions and/or contract provisions.
2. The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the contract documents.

## **CDBG FUNDING**

This PROJECT is funded by Community Development Block Grant (CDBG) funds appropriated from the United States Department of Housing and Urban Development (HUD) and for the purpose of this CONTRACT. The following sections are provided for further clarification and apply to this CDBG funded project:

### **RESPONSIVE BID**

The Bid meets the general requirements of the advertised *Notice to Contractors*. Bidding Irregularities which result in the submission of a non-responsive bid include, but are not limited to the following:

- Submission of materially unbalanced bid
- Inclusion of conditions or qualifications not required (not provided for within the specifications)
- Bid Schedule does not include:
  - A unit bid price for each item
  - A total amount for the bid
- Failure to:
  - Sign the bid
  - Prepare the bid in ink

- Furnish the required bid bond
- Submit a Non-Collusion Declaration
- Submit addenda(s) / Submit signed addenda
- Non-compliance with HUD Section 3 requirements (if the cost of the project is over \$200,000)

#### **NON-COLLUSION DECLARATION**

The City reserves the right, before any award of the contract is made, to require any bidder to whom it may make an award of the principal contract, to execute a Non-Collusion Declaration.

#### **NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY**

**1. Equal Opportunity Clause.** During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the follows: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of paragraph (1a) through (1g) in every subcontract or purchase order unless excepted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that each provision will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
  - a. Including qualified small and minority businesses on solicitation lists.
  - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
  - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.
  - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of women's business enterprise.
3. Grantees are encouraged to procure goods and services from labor surplus areas.

#### **CIVIL RIGHTS ACT OF 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of Race, color, or national origin be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States on the grounds of race, color, natural origin, or sex be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### **THE AGE DISCRIMINATION ACT OF 1975**

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **REHABILITATION ACT OF 1973**

No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.



## **LOBBYIST CERTIFICATION**

Refer to Local Agency's County Lobbyist Certification.

## **CONFLICT OF INTEREST**

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provision in 24 CFR 85.36, OMB Circular a-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

## **LABOR COMPLIANCE**

### **Federal Davis-Bacon & State Prevailing Wages**

This is a federally-assisted construction project. Specifically, this project is funded in whole or in part with Community Economic Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions (HUD 4010 Form) including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

The Prime Contractor must ensure that each sub-recipient and lower-tier contract receives a copy of the Federal Wage Decision applicable to this project and the Federal Labor Standards Provisions (HUD 4010 Form).

Attention is directed to the Davis-Bacon Wage Determinations (29 CFR 1.5 and 1.6b) issued by the U.S. Department of Labor applicable to Federal-aid projects. These prevailing wage rates are listed by State at [http:// www.wdol.gov.dba.aspx](http://www.wdol.gov.dba.aspx). Such prevailing wages are also inserted within the Specifications (Appendix IV) for reference purposes. Modification of Federal Wage Rates posted with ten (10) days prior to the scheduled Bid Opening date shall apply to the contract.

Attention is directed to the prevailing wage under Labor Code Section 1770. The Penalties for failure to pay prevailing wages and employ apprentices include forfeitures and debarment under Labor Code Section 1775 and 1777.7. The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776 (g). For State prevailing wage determinations please refer to <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

### **Apprenticeship Program**

Attention is directed to the provisions in Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman.

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

### **Section 3**

The estimated cost of this project is over \$200,000, and therefore, this is a HUD Section 3 construction contract and all bidders must commit to employ low-income residents from the local community to achieve the Section 3 goals and to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 requirements shall be considered a non-responsive bidder to this Invitation for Bids.

- First preference will be given to bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides reasonable bid and commits to

achieving the Section 3 employment training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan).

In order to receive consideration for the Section 3 bid preference, a bidder must submit the following forms with their bid proposal: Completed and signed a) Section 3 Business Certification form, and either b) Section 3 Resident Certification form(s), or c) Section 3 Economic Opportunity Plan in support of their Business Certification. In addition, the bidder must also provide a reasonable proposal that is within the Zone of Consideration.

A bidder who is not responsive to the Section 3 requirements of the Housing Development Act of 1968, will not receive consideration for a bid preference. Bidders wishing to register as Section 3 Business Concern can visit the HUD Section 3 website at <https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>.

#### **OTHER CONTRACT PROVISIONS**

The bidder's attention is directed to other contract provisions in the Appendices section of these Contract Documents, which must be observed in the preparation of the proposal form and the submission of the bid.

**C. BIDDER'S PROPOSAL**  
**PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT**  
**PHASE II IMPROVEMENTS**  
**FUNDED BY CDBG**

<b>Bidder's Name:</b>	
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In accordance with the City of HUNTINGTON PARK's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of HUNTINGTON PARK of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of HUNTINGTON PARK's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City of HUNTINGTON PARK and this bid and the acceptance hereof may, at the City of HUNTINGTON PARK's option, be considered null and void.

**BID SCHEDULE**

To the HUNTINGTON PARK's City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, Discrepancies and Misunderstandings, contained in the INSTRUCTIONS TO BIDDERS section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule (Bidder shall provide a bid amount for each bid item. Failure to provide a bid for each bid item shall render the bid non-responsive):

BASE BID SCHEDULE				
Item		Qty	Unit Price	Total Price
1	<p>REMOVE EXISTING DOUBLE ACORN FIXTURES FROM 30' TROLLEY POLES. FURNISH AND INSTALL LEOTEK COBRA HEAD LED LIGHTING FROM SOUTH COAST LIGHTING (P: 949-276-8850), (CATALOG #: SCL-GCL-80G-MV-NW-2R-GY-700-PCR7-WL-JES) WITH 6 FEET CLAMP ON LUMINAIRE MAST ARM FOR LED COBRA HEAD FIXTURE FROM SOUTH COAST LIGHTING, (CATALOG #: SCL-1254-12FA-PAV-1-6-SM-COLOR-RAL9017-JES). OR CITY APPROVED EQUAL. SEE PLANS FOR DETAIL.</p> <p>CONTRACTOR SHALL VERIFY POLE DIAMETER AT POINT OF LUMINAIRE MAST ARM MOUNT BEFORE PLACING ORDER.</p>	77 EA	\$ _____	\$ _____
2	<p>PAINT ALL EXISTING STREET FURNITURE INCLUDING TRAFFIC SIGNAL POLES, STREET LIGHT POLES, STREET FURNITURE, UTILITY ENCLOSURES, BUS SHELTERS, BIKE RACKS, FIRE HYDRANTS, AND ALL SIDEWALK AND STREET FACILITIES ON PACIFIC BLVD BETWEEN FLORENCE AVE AND SLAUSON AVE. PAINT TO BE PROCURED FROM TIGER COATINGS, TIGER DRYLAC POWDER COATINGS (<a href="http://www.tiger-coatings.us">www.tiger-coatings.us</a>).</p> <p>COLOR SHALL BE THE FOLLOWING:            TRAFFIC POLES: BLACK RAL9017            BUS SHELTERS: GREY RAL-7042            BIKE RACKS: FOREST GREEN RAL 6002            STREET LIGHT POLES: BLACK RAL9017            PUBLIC UTILITY BOXES: ROYAL BLUE RAL5010            STREET FURNITURE: BLACK RAL9017</p>	1 LS	\$ _____	\$ _____
3	<p>FURNISH AND INSTALL NEW CLOCKS. MANUFACTURER: VERDIN COMPANY (<a href="http://www.verdin.com">www.verdin.com</a>), (MODEL: 4ST) OR CITY APPROVED EQUAL.</p> <p>CLOCK SHALL INCLUDE BACKLIT ARABIC NUMERAL DIALS, "HUNTINGTON PARK" LOGO PRINTED ON DIAL FACES, BLACK BASE PAINT WITH STANDARD GOLD ACCENT PAINT, CUSTOM HEADER PANELS WITH "CITY OF HUNTINGTON PARK", CUSTOM CAST BRONZE PLAQUES, AND MCC3 CLOCK CONTROLLER. SEE PLANS FOR DETAIL.</p> <p>FOOTING AND ELECTRICAL CONNECTIONS ARE PROVIDED BY OTHERS. CONTRACTOR TO VERIFY FOOTING AND ELECTRICAL CONNECTIONS BEFORE PLACING ORDER.</p>	2 EA	\$ _____	\$ _____
TOTAL BASE BID PRICE:				\$ _____

Total Base Bid Price written in words: \_\_\_\_\_

The award of Contract shall be based on the TOTAL BASE BID PRICE only. The ADDITIVE ALTERNATE BID ITEMS shown per the ADDITIVE ALTERNATE BID SCHEDULE below will not be taken into account in determining the lowest responsible bidder. City may add bid items from the ADDITIVE ALTERNATE BID SCHEDULE at the sole and complete discretion of the City as part of the performance of the contract.

<b>ADDITIVE ALTERNATE BID SCHEDULE</b>				
<b>Item</b>		<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
A.1	APPLY SEAL COAT TO INCLUDE CURB RETURNS OF ALL INTERSECTING STREETS.	450,000 SF	\$ _____	\$ _____
A.2	<p>RESTORE EXISTING STRIPING, LIMIT LINES, CROSSWALKS, PAVEMENT LEGENDS, ARROW MARKINGS, SPEED LIMIT LEGENDS, STOP LEGENDS, AND ALL OTHER EXISTING LEGENDS AND MARKINGS ON PAVEMENT. RESTORATION SHALL BE AS FOLLOWS:</p> <p>EXISTING LANE STRIPING SHALL BE RESTORED WITH NEW STRIPING PER CURRENT CALTRANS DETAILS WITH RAISED MARKERS:</p> <ul style="list-style-type: none"> <li>CENTER LINES PER DETAILS 2, 22, 32 AS APPLICABLE.</li> <li>LANE LINES PER DETAIL 9, INCLUDING 50' LONG SOLID LINES AT INTERSECTIONS.</li> <li>LEFT AND RIGHT TURN LANE PER DETAIL 38.</li> <li>LIMIT LINES AND CROSSWALKS 12" WIDE LINES (MATCH EXISTING COLOR OF CROSSWALKS (WHITE OR YELLOW). ALL CROSSWALKS AND LIMIT LINES SHALL HAVE APPLICABLE RAISED MARKERS ALONG THE ENTIRE LINE LENGTH AT 24" SPACING.</li> <li>PAVEMENT LEGENDS, ARROW MARKINGS, SPEED LIMIT LEGENDS, STOP LEGENDS, AND ALL OTHER EXISTING LEGENDS AND MARKINGS ON PAVEMENT PER CURRENT APPLICABLE CALTRANS STANDARDS.</li> </ul> <p>FOR ALL ITEMS ABOVE, PAINT SHALL BE THERMOPLASTIC PAINT AND REFLECTIVE.</p> <p>ALSO, ALL FIRE HYDRANTS WATER VALVE COVER SHALL BE PAINTED BLUE.</p>	1 LS	\$ _____	\$ _____

ADDITIVE ALTERNATE BID SCHEDULE				
Item		Qty	Unit Price	Total Price
A.3	REMOVE EXISTING BUS SHELTERS AND FURNISH & INSTALL NEW BUS SHELTERS, AURORA SERIES – 21'-0" HIP PEAK ROOF SHELTER, ALUMINUM/STEEL CONSTRUCTION, 1"STEEL DECORATIVE SCROLL PANELS, SIDES AND REAR, MAXI TILE COMPOSITE ROOF TILES, SHOE BASE MOUNT. POWDER COATED FINISH, RAL COLOR IS GREY RAL-7042. BUS SHELTER SHALL BE PROCURED FROM LNI CUSTOM MANUFACTURING, INC (P: 310-978-2000), (MODEL: AR-21-HT) OR CITY APPROVED EQUAL.	3 EA	\$ _____	\$ _____
	THIS BID ITEM SHALL ALSO INCLUDE FURNISH AND INSTALL SOLAR POWERED ILLUMINATION SYSTEM INCLUDING PV PANEL WITH 45D POST MOUNT, SOLAR CHARGE CONTROL-SS, SELF CONTAINED-SEALED PV BATTERY, LED ILLUMINATION, UL RECOGNIZED COMPONENTS FROM LNI CUSTOM MANUFACTURING, INC (P: 310-978-2000), (MODEL: PV 6000 PM W/ LED FIXTURE) OR CITY APPROVED EQUAL.  LOCATION OF NEW BUS SHELTER SHALL BE DETERMINED BY THE ENGINEER.			
A.4	FURNISH AND INSTALL NEW BUS SHELTERS, AURORA SERIES – 21'-0" HIP PEAK ROOF SHELTER, ALUMINUM/STEEL CONSTRUCTION, 1"STEEL DECORATIVE SCROLL PANELS, SIDES AND REAR, MAXI TILE COMPOSITE ROOF TILES, SHOE BASE MOUNT. POWDER COATED FINISH, RAL COLOR IS GREY RAL-7042. BUS SHELTER SHALL BE PROCURED FROM LNI CUSTOM MANUFACTURING, INC (P: 310-978-2000), (MODEL: AR-21-HT) OR CITY APPROVED EQUAL.	2 EA	\$ _____	\$ _____
	THIS BID ITEM SHALL ALSO INCLUDE FURNISH AND INSTALL SOLAR POWERED ILLUMINATION SYSTEM INCLUDING PV PANEL WITH 45D POST MOUNT, SOLAR CHARGE CONTROL-SS, SELF CONTAINED-SEALED PV BATTERY, LED ILLUMINATION, UL RECOGNIZED COMPONENTS FROM LNI CUSTOM MANUFACTURING, INC (P: 310-978-2000), (MODEL: PV 6000 PM W/ LED FIXTURE) OR CITY APPROVED EQUAL.  LOCATION OF NEW BUS SHELTER SHALL BE DETERMINED BY THE ENGINEER.			
TOTAL ADDITIVE ALTERNATE BID PRICE:				\$ _____

<p>The award of Contract shall be based on the TOTAL BASE BID PRICE only. The ADDITIVE ALTERNATE BID ITEMS shown per the ADDITIVE ALTERNATE BID SCHEDULE will not be taken into account in determining the lowest responsible bidder. City may add bid items from the ADDITIVE ALTERNATE BID SCHEDULE at the sole and complete discretion of the City as part of the performance of the contract</p>	
<p>In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</p>	
<p>Full compensation for the items listed to the right (Items A, B, C, D &amp; E) are considered as included in each and all bid items listed in the bid schedule as applicable, and no additional and/or separate compensation will be allowed.</p>	A. Mobilization / Demobilization
	B. Traffic Control, Public Convenience and Safety
	C. SWPPP Implementation, Erosion Control and BMP'S
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
<p>The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</p>	
<p>All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</p>	
<p>The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</p>	
<p>A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</p>	

**DESIGNATION OF SUBCONTRACTORS**

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure services, materials and equipment from subcontractors, suppliers and vendors as follows:

Name, address, and phone number of subcontractors, suppliers, and vendors	Work to be Performed	Contractor's License #	DIR #	Dollar Amount
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
<b>TOTALS</b>				\$ _____

**Note: The prime contractor is required to perform, with its own organization, contract work amounting to at least 40% of the Contract Price.**



## REFERENCES

The City of HUNTINGTON PARK is interested in obtaining bids from the most qualified and capable contractors with a proven track record able to perform work desired by the Public Works Department. Any and all references required to be provided by the bid specifications must be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included.

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past three years.

<u>Reference Contact Information</u>	<u>Reference Project Name</u>	<u>Contract Value</u>	<u>Date Completed</u>
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			

## BONDS

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom Bidder intends to procure insurance bonds:

\_\_\_\_\_

## SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: \_\_\_\_\_  
 Date of Inspection: \_\_\_\_\_

#### **ADDENDA ACKNOWLEDGMENT**

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

#### **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

#### **AFFIRMATIVE ACTION CERTIFICATION**

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

#### **NONCOLLUSION DECLARATION**

NONCOLLUSION DECLARATION TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID FOR

\_\_\_\_\_  
(Project Name)

The undersigned declares:

I am the \_\_\_\_ of \_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a

collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state]."

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

**BIDDER INFORMATION**

Bidder's Name:			
Address:			
Form of Legal Entity (i.e., individual, partnership, corporation, etc.)			
If a Corporation, State of Incorporation (i.e., Calif.)			
Valid State Contractor's License No. and Class			
DIR Registration No.: (Also provide DIR No's for subcontractors as separate attachment)			
<i>Contact Person Information:</i>			
<i>Name</i>	<i>Title</i>	<i>E-mail</i>	<i>Tel</i>

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

\_\_\_\_\_  
\_\_\_\_\_

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Previous contract performance history:

1. Was any contract terminated previously: \_\_\_\_\_

*If the answer to the above is "yes", provide the following information:*

Contract/project name and number: \_\_\_\_\_

Date of termination: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Owner contact person and tel. no.: \_\_\_\_\_

2. In the past ten years have you filed a claim for money against any public entity?

*If the answer to the above is "yes", provide the following information:*

Contract/project name and number: \_\_\_\_\_

Date of filing claim: \_\_\_\_\_

Reason for filing claim: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Owner contact person and tel. no.: \_\_\_\_\_

3. In the past ten years have you been a party to legal action by or against a public entity arising out of the performance of a public works contract?

*If the answer to the above is "yes", provide the following information:*

Contract/project name and number: \_\_\_\_\_

Date of commencement of litigation: \_\_\_\_\_

Reason for litigation: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Owner contact person and tel. no.: \_\_\_\_\_

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

BIDDER \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

NOTARY PUBLIC \_\_\_\_\_

**PROPOSAL GUARANTEE/BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, \_\_\_\_\_, (hereinafter referred to as "Contractor") intends to submit a bid to the City of \_\_\_\_\_, California, a Municipal Corporation, for the performance of certain work as required in the City of \_\_\_\_\_ Project Name. \_\_\_\_\_ (the "Project") said work being: \_\_\_\_\_ as shown on the plans and specifications for the Project. The bid is being made in response to an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, duly authorized and licensed to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of \_\_\_\_\_, as Oblige, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The address at which the Principal may be served with notices, papers and other documents is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Oblige; or if the said Oblige shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Oblige in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement, for the warranty of the work and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Oblige the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of \_\_\_\_\_ in successfully enforcing said obligation.

This document is signed by the respective parties on the dates next to their names.

Principal

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

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

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

Surety

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

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

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

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on \_\_\_\_\_, in the City of \_\_\_\_\_, State of California.

Surety: \_\_\_\_\_

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

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California )

)

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared

\_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

**THE FOLLOWING FORMS ARE REQUIRED TO BE COMPLETED AND SUBMITTED WITH THE BID:**

- 1. NON-SEGREGATED FACILITIES CERTIFICATION**
- 2. PAST PERFORMANCE CERTIFICATION**
- 3. COUNTY LOBBYIST CERTIFICATION**
- 4. WORKER'S COMPENSATION CERTIFICATION**
- 5. CONTRACTOR'S LIST OF PROPOSED SUBCONTRACTORS**
- 6. REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE**
- 7. NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT**
- 8. NOTICE OF SECTION 3 COMMITMENT**
- 9. SECTION 3 ECONOMIC OPPORTUNITY PLAN**
- 10. SECTION 3 RESIDENT CERTIFICATION**
- 11. SECTION 3 BUSINESS CERTIFICATION**
- 12. SECTION 3 SUMMARY REPORT**
- 13. FEDERAL LOBBYIST CERTIFICATION**

**1. NON-SEGREGATED FACILITIES CERTIFICATION**

**NON-SEGREGATED FACILITIES CERTIFICATION  
FEDERALLY-ASSISTED CONSTRUCTION PROJECTS**

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

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



## 2. PAST PERFORMANCE CERTIFICATION

### CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The ☐bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_ Contract Award: \$ \_\_\_\_\_

Awarding Agency: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Total Number of Employees \_\_\_\_\_

Affiliate Company: \_\_\_\_\_

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

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

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**SF-100 (EEO-1) must be filed by:**

**(A) All private employers who are:**

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

**(B) All federal contractors (private employers), who:**

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

**3. COUNTY LOBBYIST CERTIFICATION**

**County Lobbyist Certification**

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Acting on behalf of the above named firm, as its Authorized Official, I make the following certification to the County of Los Angeles, to the Community Development Commission, County of Los Angeles, and to the City of \_\_\_\_\_, as the local contracting agency (LCA);

- 1) It is understood that each person, entity, or firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person, entity, or firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is material representation of facts upon which reliance was placed when this transaction was made or entered into.

Authorized Official:

\_\_\_\_\_  
(Print Name of Contractor's Authorized Representative)

\_\_\_\_\_  
(Signature of Contractor's Authorized Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**4. WORKER'S COMPENSATION CERTIFICATION**

**WORKER'S COMPENSATION CERTIFICATION**

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

## CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

[illegible]

6. REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE

<b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b> <b>REPORT OF ADDITIONAL CLASSIFICATION AND RATE</b>		<b>HUD FORM 4230A</b> <small>OMB Approval Number 2501-0011 (Exp. 09/30/2005)</small>					
1. FROM (name and address of requesting agency)		2. PROJECT NAME AND NUMBER					
4. BRIEF DESCRIPTION OF PROJECT		3. LOCATION OF PROJECT (City, County and State)  5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway					
6. WAGE DECISION NO. (include modification number, if any)  <input type="checkbox"/> COPY ATTACHED		7. WAGE DECISION EFFECTIVE DATE					
8. WORK CLASSIFICATION(S)		HOURLY WAGE RATES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">BASIC WAGE</th> <th style="width: 50%; text-align: center;">FRINGE BENEFIT(S) (if any)</th> </tr> </thead> <tbody> <tr><td style="height: 100px;"></td><td></td></tr> </tbody> </table>		BASIC WAGE	FRINGE BENEFIT(S) (if any)		
BASIC WAGE	FRINGE BENEFIT(S) (if any)						
9. PRIME CONTRACTOR (name, address)		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)					
<b>Check All That Apply:</b> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.							
<b>Check One:</b> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.							
_____ <b>Agency Representative</b> <small>(Typed name and signature)</small>		_____ Date  _____ Phone Number					
		<b>FOR HUD USE ONLY</b> <b>LR2000:</b>  Log in:  Log out:					

HUD-4230A (E-03) PREVIOUS EDITION IS OBSOLETE

**7. NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT**

**EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT**

TO:

\_\_\_\_\_  
(Name of Labor Union, Workers Representative, etc.)

\_\_\_\_\_  
(Address)

Name of Business (Contractor): \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

The Undersigned currently holds a contract with \_\_\_\_\_, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**8. NOTICE OF SECTION 3 COMMITMENT**

**NOTICE OF SECTION 3 COMMITMENT**

**TO:** \_\_\_\_\_  
(Name of Labor Union, Workers Representative, etc.)  
 \_\_\_\_\_  
(Address)

**Name of Business (Contractor):** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Project Number:** \_\_\_\_\_

The Undersigned currently holds a contract with \_\_\_\_\_ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is \_\_\_\_\_. For additional information, you may contact \_\_\_\_\_ at (\_\_\_\_\_) \_\_\_\_\_.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
(Print Name)

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**9. SECTION 3 ECONOMIC OPPORTUNITY PLAN**

**SECTION 3 ECONOMIC OPPORTUNITY PLAN**

1. Name and Address of Reporting Entity (Recipient, Sub-recipient, Contractor, Subcontractor)	2. Federal Identification: (Contract/Award No.)	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone (include Area Code)
	6. Reporting Period:	7. Date Report Submitted
8. Program Code: (Use a separate sheet for each Program Code)		
<b>Program Codes</b> 1. Flexible Subsidy    2. Section 262/811    3. Public/Indian Housing Development, Operation and Modernization    4. Homeless Assistance    5. HOME 6. HOME - State Administered    7. CDBG - Entitlement    8. CDBG - State Administered    9. Other CD Programs    10. Other Housing Programs		

**Part I: Employment and Training Commitment**

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% of Aggregate Hires Who are Section 3 Residents
Professionals			%
Technicians			%
Office/Clerical			%
Trade:			%
Trade:			%
Trade:			%
Trade:			%
Total:			%

**Part II: Contract Award Commitment to Section 3 Businesses** (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL		\$
Percentage of the total dollar amount to be awarded to Section 3 Business Concerns:		%



## 9. SECTION 3 ECONOMIC OPPORTUNITY PLAN (continues)

*A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.*

**REMEMBER:** All employees of a business/firm count toward meeting your Section 3 compliance goals—Section 3 New Hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

### **SAMPLE OUTREACH EFFORTS FOR CONTRACTORS SEEKING SECTION 3 RESIDENT EMPLOYEES**

- Enter into "first-source" hiring agreements with organizations representing Section 3 residents, such as *Work Source* or a local Workforce Investment Board. For more information, visit <http://www.calwia.org/lwia/index.cfm>
- Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents.
- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.
- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.
- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training. For more information on local apprenticeship programs, you can visit the California Department of Industrial Relations' database of local apprenticeship programs by visiting <http://www.dir.ca.gov/databases/das/aigstart.asp>
- Contact agencies administering HUD Youthbuild programs, and requesting their assistance to recruit current HUD Youthbuild program participants who are in need of permanent placement.
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as [www.monster.com](http://www.monster.com)

**10. SECTION 3 RESIDENT CERTIFICATION**

**SECTION 3 RESIDENT CERTIFICATION**  
(2015 INCOME GUIDELINES)

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

Address: \_\_\_\_\_

**I hereby certify that I am a Section 3 resident; based on the following qualification(s):**

1. ☐ I am a Public Housing Resident (Specify Name of the Public Housing site):

\_\_\_\_\_

2. ☐ I am a low-income resident of the metropolitan area of Los Angeles/Orange County, based on the following:

Select your **Family Size** and gross annual **Income Limits** (from all sources):

FAMILY SIZE	INCOME LIMITS			
	\$17,150 or Less	\$17,151 to \$29,049	\$29,050 to \$46,499	\$46,500 or More
1	\$17,150 or Less	\$17,151 to \$29,049	\$29,050 to \$46,499	\$46,500 or More
2	\$19,950 or Less	\$19,950 to \$32,199	\$32,200 to \$53,149	\$53,150 or More
3	\$22,450 or Less	\$22,450 to \$37,349	\$37,350 to \$59,799	\$59,800 or More
4	\$24,900 or Less	\$24,900 to \$40,499	\$41,500 to \$66,399	\$66,400 or More
5	\$28,410 or Less	\$28,410 to \$44,849	\$44,850 to \$71,749	\$71,750 or More
6	\$32,570 or Less	\$32,570 to \$48,149	\$48,150 to \$77,049	\$77,050 or More
7	\$36,730 or Less	\$36,730 to \$50,499	\$50,500 to \$82,349	\$82,350 or More
8	\$40,890 or Less	\$40,890 to \$54,799	\$54,800 to \$87,649	\$87,650 or More

3. ☐ I am not a public Housing or low-income resident of the metropolitan area of Los Angeles/Orange County.

Under penalty of perjury, I certify that the above information is true and correct:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

To Be Completed by Employer

The above-named person is: a permanent full-time new-hire employee, who was hired on: \_\_\_\_\_

This person's job Classification is: \_\_\_\_\_

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Print Name of Owner/Agent

\_\_\_\_\_  
Signature of Owner/Agent

\_\_\_\_\_  
Date

To Be Completed By Local Contracting Agency (LCA)

**Preference Category:** Targeted Service Area Youthbuild McKinney Homeless Other Section 3

**Census tract Number:** \_\_\_\_\_ **Income Level:** Extremely Low Very low Low Moderate

\_\_\_\_\_  
Print Name of Section 3 Coordinator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**11. SECTION 3 BUSINESS CERTIFICATION**

**SECTION 3 BUSINESS CERTIFICATION FORM**

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Contract/Bid Amount: \$ \_\_\_\_\_

1. The above mentioned business firm is a Section 3 business concern based on the following qualifications:

- ☐ **51-percent owned by Section 3 Residents**  
(Submit Resident Certifications with this business certification form)
- ☐ **At least 30-percent Permanent, full-time employees are Section 3 Residents**  
Total Number of all full-time employees \_\_\_\_\_, Number of Section 3 qualified Employees \_\_\_\_\_  
(Submit the Resident Certification form(s) with this Business Certification form)

2. The above mentioned business firm is not a Section 3 business concern, but commits to the Section 3 goal:

- ☐ **Written Commitment** (Section 3 Economic Opportunity Plan), outline intentions to:  
Hire Section 3 qualified residents at least 30-percent aggregate new hire positions, and/or  
Subcontract 25-percent or more of the contract amount to Section 3 qualified business concerns.

**THE UNDERSIGNED DECLARES THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

\_\_\_\_\_  
**Signature of Owner/Principal**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Business Name**

\_\_\_\_\_  
**License Number**

To Be Completed by Local Contracting Agency

Preference Category: ☐ Targeted Service Area ☐ Youthbuild ☐ Other - Census Tract Number: \_\_\_\_\_

## 12. SECTION 3 SUMMARY REPORT

### Contractor's SECTION 3 Economic Opportunity Report

Name and Address <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor:	Date Report Submitted	
	Contact Person:	Phone: (include Area Code)
	Federal EIN:	Dollar Amount of Contract:
	Project Number:	Project Name:

#### Part I: Employment & Training Opportunities provided to low-income individuals (Minimum Goal: 30% of New Hires)

JOB CLASSIFICATION	TOTAL NEW HIRES	LOW-INCOME NEW HIRES	% of Aggregate Hires Who are low-income
Technicians			%
Office/Clerical			%
Professionals			%
Construction Trade:			%
Construction Trade:			%
<b>TOTALS</b>			<b>%</b>

#### Part II: Subcontracts Awarded (Minimum Subcontract Goal is 25% of the Prime Contract Amount)

Name of Qualified Business Concern	Construction or Non-construction Contract	Amount
		\$
		\$
		\$
Total Dollar Amount of Subcontracts awarded to Section 3 qualified Business Concerns:		\$
Dollar Amount of All Subcontracts:		\$
Percentage of the total dollar amount awarded to qualified Business Concerns:		%

#### Part III: Summary of the efforts that were made to generate economic opportunities

- ☐ Trained and/or Employed \_\_\_\_\_ low-income individuals equal to \_\_\_\_\_ (%) of the aggregate new hires. (Attach Recruit or Retention)
- ☐ Awarded Subcontracts to \_\_\_\_\_ qualified Business Concerns equal to \_\_\_\_\_ (%) of the contract amount. (Attach Bid or Contract)
- ☐ Attempted to recruit low-income individuals through:
- ☐ Advertised through local media, television, radio, newspaper (Attach copy of ad or item ex)
  - ☐ Signs prominently displayed at the project site (documented by ☐ Memo-to-File, ☐ Photographs, ☐ Inspector's Notes, ☐ Other - \_\_\_\_\_)
  - ☐ Contacts with community organizations
  - ☐ Contacted management to notify residents and posted or distributed flyers at public housing authority (Attach list)
- ☐ Participated in a program which promotes the training or employment of low-income individuals (Attach supporting document)
- ☐ Participated in a program which promotes the award of contracts to Section 3 Qualified Businesses (Attach supporting document)
- ☐ Contacted agencies administering HUD Youth-Build programs. (Attach list)
- ☐ Maintained a file of eligible, qualified low-income Residents and qualified Business Concerns for future employment opportunities
- ☐ OTHER: \_\_\_\_\_

(Attach supporting documents)



## 12. SECTION 3 SUMMARY REPORT (Continued)

### Part II: Contracts Awarded

#### 1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

#### 2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

### Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

## 12. SECTION 3 SUMMARY REPORT (Continued)

### Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian Housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.\* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

Submit two (2) copies of this report to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 6. PHAs/HAs are to report all contracts/subcontracts.

\* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.

9. Program Name: Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

#### Part I: Employment and Training Opportunities

**Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

**Column B:** Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column C:** Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column D:** Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

**Column E:** Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

**Column F:** Enter the number of Section 3 residents that were employed and trained in connection with this award.

#### Part II: Contract Opportunities

##### Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards

##### Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

#### Part III: Summary of Efforts - Self-explanatory

smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

**13. FEDERAL LOBBYIST CERTIFICATION**

**FEDERAL LOBBYIST CERTIFICATION**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: (       ) \_\_\_\_\_

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

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

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

Authorized Official:

\_\_\_\_\_  
(Contractor/Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)



**D. GENERAL PROVISIONS**  
**PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT**  
**PHASE II IMPROVEMENTS**  
**FUNDED BY CDBG**

**A. GENERAL**

All work shall be performed in accordance with the "Standard Specifications for Public Works Construction", ("Greenbook" or "SSPWC"), Latest Edition, California Manual on Uniform Traffic Control Devices, (CA MUTCD), Latest Edition, Caltrans Specifications, Latest Edition, Caltrans Standards, Latest Edition, Standard Plans for Public Works Construction, Latest Edition, the General Provisions and these Special Provisions.

In case of conflict the more stringent requirement shall apply, except when the City makes an exception. The City has the right to make such exception at its discretion, and the contractor shall provide reasonable cost discount if the City decides to implement the lesser stringent option.

**NOTIFICATION**

The Contractor shall notify the City and the owners of all utilities and substructures not less than 48 hours prior to starting construction.

**CITY HOLIDAYS**

City offices are closed on the following days: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving (2 days) and Christmas Day. During these holidays, inspections will not be available.

**EMERGENCY INFORMATION**

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

**RECORD DRAWINGS**

Provide and record a complete "Record Drawings" set of blue line prints showing changes from the original drawings and specifications and the exact "Record Drawings" locations, sizes and types of equipment. Prints for this purpose may be obtained from the City. Keep this set of drawings on the site and use only as a record set. Use these drawings as work progress sheets. With red pencil, make neat and legible annotations thereon as the work proceeds, showing the work as actually completed. Keep these drawings available at all times for inspection. Before the date of the final inspection, provide the "Record Drawings" prints to the City. Please note, that failure to submit an "Record Drawings" set of drawings as noted above will result in the retention payment being delayed.

**B. ADDITIONAL CONTRACTORS DUTIES:**

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public

authorities which bear on performance of work.

C. CONTRACTS:

Construct entire work under one contract with the City.

D. The Specifications and Drawings are complementary, and what is called for in one shall be binding as if called for in both.

E. Subsection 2-5.2, "Precedence of Contract Documents", (SSPWC), revise the order of precedence and incorporate additional items as follows:

- 1) Permits issued by jurisdictional regulatory agencies
- 2) Change Orders and/or Supplemental Agreements; which occurs last
- 3) Contract/Agreement
- 4) Addenda
- 5) Bid/Proposal
- 6) Special Provisions (Section E)
- 7) Plans
- 8) General Provisions (Section D)
- 9) Standard Plans
- 10) Standard Specifications
- 11) Reference Specifications

F. DISCREPANCIES IN THE CONTRACT DOCUMENTS:

Any discrepancies, conflicts, errors or omissions found in the Contract Document shall be promptly reported in writing to the City Engineer or his/her designee, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the City Engineer or his/her designee, and no additional payment or time shall be allowed therefor, except as provided in the Standard Specifications.

If discrepancies are discovered between the drawings and the specifications, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the City Engineer or his/her designee. The Contractor shall be compelled to act on the City Engineer or his/her designee's decision as directed. In the event the installation is not in compliance with the direction of the City Engineer or his/her designee, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

In case of such discrepancies on the plan sheets, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

**G. ERRORS AND OMISSIONS:**

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the City Engineer or his/her designee. City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the City Engineer or his/her designee.

**H. CHANGED CONDITIONS:**

The plans for the work show conditions as they are believed by City Engineer to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.

The Contractor shall examine the site, compare it with the drawings and specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall ascertain and check the location of all existing structures, utilities and equipment which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time which incurred due to failure or negligence on its part to make such examination.

**I. MARKUP:**

No extra work nor change orders shall be done unless authorized in advance by the City Engineer.

For extra work and change orders the following percentages shall apply:

**1. LABOR COSTS**

- a. Labor markup for employer taxes standard federal/state rates, approximately: 10%
- b. Labor markup for fringe benefits (if fringe benefits are not included in the labor cost: 15%
- c. Labor overhead markup: 10%
- d. Profit markup: 10%

**2. MATERIAL, EQUIPMENT, SUBCONTRACTOR COSTS**

Only 5% markup by prime contractor will be allowed on materials, equipment and subcontractor costs. No other additional markups (overhead, profit, etc.) will be allowed.

3. After the total amount is established by adding the above items, an additional 2% markup for INSURANCE AND BONDING COSTS will be allowed.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed

J. ALLOTTED WORKING SPACE:

The Contractor shall be responsible for storing his materials and equipment. The City will not allow storing equipment, materials, vehicles, removed items, debris, etc. in the Public Right-of- Way overnight unless approved by the Engineer.

K. ACCEPTANCE OF SITE:

The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

L. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property per subsection 7.9 of the SSPWC.

M. SITE SECURITY AND SAFETY:

1. The Contractor shall secure the project as well as the adjoining properties during construction.
2. The provision of Section 7-10.1 (Traffic and Access), Section 7-10.2 (Storage of Equipment and Materials in Public Streets), and Section 7-10.4 (Public Safety) all as contained in the Standard Specifications, shall be applicable to this project.
3. At the end of the Work Day the job site shall be left in a neat and orderly manner. Roadway and parking shall be made available wherever possible to the satisfaction of the City Engineer.
4. During construction the Contractor shall provide adequate access to each residence or business affected by this project to the satisfaction of the Engineer.
5. Should any change in these requirements be necessitated by extraordinary occurrences or

requirements during the execution of the work, the Contractor shall obtain prior written approval of the Engineer.

#### N. WORK SITE MAINTENANCE

Add the following to Section 7-8, "Work Site Maintenance" of the SSPWC:

1. Sanitary Conditions. The Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the Contractor shall enforce observance of the same by its employees and the employees of the subcontractor, and, if the Contractor fails to enforce these rules and regulations, the Engineer shall have the authority to enforce them.
2. Air Pollution and Dust Control. The contractor shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications throughout this entire project.
3. Water Pollution Control. The Contractor shall adhere strictly to Subsection 7-8.6 of the Standard Specifications through the entire project and add the following:
  - a. The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

- b. The following are the areas to be addressed:
  - a.) Handle, store and dispose of materials properly.
  - b.) Avoiding excavation and grading activities during wet weather.
  - c.) Construct diversion dikes and drainage swales around working sites.
  - d.) Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
  - e.) Develop and implement erosion control plans.
  - f.) Check and repair leaking equipment away from construction site.
  - g.) Designate a location away from storm drains for refueling.
  - h.) Cover and seal catch basins whenever working in their vicinity.
  - i.) Use vacuum with all concrete sawing operations.
  - j.) Never wash excess material from aggregate, concrete or equipment onto a street
  - k.) Catch drips from paver with drip pans or absorbent material.
  - l.) Clean up all spills using dry methods.
  - m.) Sweep all gutters at the end of each working day. Gutters shall be kept

- clean after leaving construction site.
- n.) Call 911 in case of a hazardous spill.
- o.) Keep a running log of all activities in connection with the Storm Water Pollution Prevention Plan (SWPPP)
- p.) Name a person, on site, responsible for complying with S.W.P.P.P.

4. CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS AND CITY ENGINEER'S DIRECTIONS DURING THE COURSE OF CONSTRUCTION.

O. Survey and Layout:

Contractor shall verify all dimensions on the drawings and shall report to the City Representative any discrepancies before proceeding with related work. Contractor shall perform all survey and precise layout work to the satisfaction of the City Engineer or his/her designee. Contractor shall establish final grades and extents for the improvements and preserve such work on as-built plans.

P. The Contractor is reminded that he is responsible for the control of water through the construction area, at all times.

Q. Payments to Contractor and Claims

1. Payment for Labor and Materials. The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the Engineer, the Contractor shall immediately furnish the City with proof of payment of such accounts.
2. Additional Work. Payment for additional work and all expenditures in excess of the bid amount must be authorized in writing by the Engineer or his/her designee. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from City Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.
3. Claims. The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specifications. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of

performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Inspector prior to commencing the work. The Engineer or his/her designee, may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed on extension of time if the Engineer or his/her designee, agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a request from the Engineer or his/her designee, and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Sections 6-6.3 and 6-6.4 of the Standard Specifications.

The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof.

The above provisions shall supplement Section 3 of the Standard Specifications. The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector. Disputed work claims shall comply with Section 3 of the Standard Specifications, as modified herein.

It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

4. Noncompliance with Plans and Specifications. Failure of the Contractor to comply with any requirement of the Plans and Specifications, and/or to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the Engineer. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.
5. Request for Payment. Contractor shall submit all requests for payment on the City provided form. The City shall provide the form for use after Contract is awarded.

Prior to submittal of said form, all items for which payment is requested shall be checked and approved in writing by the City Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and City Engineer.

There shall be no separate payment for any relocations, barriers or forms, grading or temporary

construction required to construct the improvements herein. Payment for these items shall be absorbed in the Bid Prices for the applicable work to which they are appurtenant, and no extra costs shall be allowed.

The payment of amounts due to the Contractor shall be contingent upon the Contractor and subcontractors furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts.

- R. Legal Address of Contractor. The address given in the Bidder's Proposal is hereby designated as the place to which all notices, letters, and other communications to the Contractor will be mailed or delivered, except such notices and communications as shall be given by the City's Inspectors to the Contractor's designated Superintendent in the field. The mailing or delivering to said address of any notice, letter, or other communication, or the hand-delivery to said Superintendent, shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

S. Final Acceptance

Final acceptance by CITY will be made when Contractor has provided 'as-built' drawings and satisfactorily completed all work and improvements as called for in the Contract Documents including reconciliation of materials. The CITY shall notify Contractor in writing of final acceptance of the work. Failure or neglect on the part of CITY to reject inferior work during the construction period shall not be construed to imply acceptance of such work nor to preclude its right to reject it. Contractor shall be required to correct all defects which become evident at any time prior to final acceptance of Contractor's work by CITY. The cost of all such repairs, material, labor, and overheads shall be borne by Contractor. Ownership, custody, and control of the work and facilities shall pass to CITY only upon Final Acceptance.

T. Warranty

The Contractor expressly represents and warrants that all work performed and all materials used are free from defects of workmanship and conform to the Contractor's Contract obligations. This warranty shall commence upon Final Acceptance and end one year from that date. The Contractor shall pay the actual cost to CITY for any breach of this warranty corrected by CITY (including labor, material and overheads). If CITY is unable to collect for the work after 30 days from completion, the actual cost may be deducted from the Contractor's refundable monies on deposit with CITY. CITY may recover such cost by claim against the surety on the performance or maintenance bond furnished by the Contractor.

V. Payment

All cost for complying with the requirements of this section shall be included in the various items of the bidding schedule unless specified otherwise



**E. SPECIAL PROVISIONS**  
**PACIFIC BOULEVARD LIGHTING AND BEAUTIFICATION PROJECT**  
**PHASE II IMPROVEMENTS**  
**FUNDED BY CDBG**

**A. GENERAL**

1. The Contractor shall obtain a no-fee Construction Permit before commencing construction from the City.

2. Scope of the Work covered by Contract Documents:

Furnish all labor, materials and equipment for the City of Huntington Park as shown on the plans.

3. The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

4. Limits of Work:

Limits of work shall be the legal property boundaries of the project site unless modified by Contract limit lines indicated on the plans or as noted otherwise.

Prior to commencing work at any area, the Contractor shall verify and coordinate them with the Engineer to ascertain the actual limits of work.

5. Project Schedule

The Contractor shall submit a Construction Schedule to City Engineer prior to beginning construction. No work may be started until a Notice to Proceed is issued by the City. A Notice to Proceed shall not be issued until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met.

The Contractor shall provide to the City all required contract bonds and evidences of insurance prior to the issuance of "Notice to Proceed" by the City.

If the Contractor desires to make a major change in its method or operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to City Engineer a revised Construction Schedule. Said Schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the City Engineer. City Engineer may suspend all progress payments if the Contractor fails to comply.

6. Notice to Proceed

The Contractor shall not commence work until a Notice to Proceed has been issued by the City to the Contractor.

Prior to the issuance of Notice to Proceed the Contractor shall provide the following:

- a. The Contractor shall provide all required contract bonds and evidences of insurance to the City;
- b. The Contractor shall submit a Construction Schedule to City Engineer;
- c. Obtain a no-fee Construction Permit from the City

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work.

The construction date shall begin within 10 days after "Notice to Proceed" is issued by the City to the Contractor.

#### 7. Contract Time

The Contractor shall submit evidence to the City that all materials have been purchased by the date indicated within the specified construction duration and per the approved construction schedule. The date construction shall begin will be specified in a Notice to Proceed.

Except as otherwise provided in the Special Provisions, working hours in traffic lanes will be restricted to between the hours of 8:30 a.m. and 3:00 p.m., and, except as otherwise stated in the Special Provisions or approved by the Public Works Director or his/her designee, working hours for areas not affecting traffic are between 7:00 a.m. and 4:00 p.m. Monday through Friday, excluding legal holidays and weekends.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

#### 8. Delay in Obtaining Materials:

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from City Engineer or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

#### 9. Contract Documents

The Contractor shall maintain at the job site one (1) set of Contract Documents to include Plans

& Specifications, Standard Plans, and Standard Specifications for Public Works Construction. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including Change Order work, changed conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspector's written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

10. It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.
- 11- All cost for complying with the requirements of this section shall be included in the various items of the bidding schedule unless specified otherwise.

**B. CONSTRUCTION STAKING:**

1. The Contractor shall be responsible for construction staking.
2. Unless otherwise provided in the special provision, lines and grades for the construction shall be the responsibility of the contractor, with the following provisions:
3. All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.
4. The Contractor shall provide a copy of the office calculations and grade sheets to the City Engineer. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer, in writing, within 24 hours of any discrepancies, or design errors during the construction staking.
5. All the Survey Monuments and Bench Marks removed and/or altered during the construction shall be reset and certified "corner records" shall be submitted by the Land Surveyor, to the Engineer prior to the final acceptance of the construction.
6. Payment for surveying, construction staking, setting of the Survey Monuments and Bench Marks, preparing corner records, professional services, office and field calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all the work involved, shall be considered as included in the items of work for which the surveying work is performed, and no additional compensation will be allowed.

**C. MATERIALS:**

1. Material Specifications:

Whenever any material is specified by name and number thereof, such specifications shall be deemed to be used for facilitating a description of the materials and establishing the quality of the materials to be used. All materials shall be new and the best of their class and kind. No substitution will be permitted which has not been approved in writing by the Engineer.

2. Material List:

- a. A complete material list shall be submitted prior to performing any work. Catalog data and full descriptive literature and manufacturer's specifications and installation instructions shall be submitted whenever the use of items different than those specified is requested.
- b. The material list shall be submitted using the following sample layout (double spaced between each item).

Item No.	Description	Manufacturer	Model Number
1.	material	ABC Corp.	XXX

3. Approval of Substitutes:

4. Approval of any items, alternates or substitutes indicates only that the product(s) apparently meet the requirements of the drawings and specifications based on the information and/or samples submitted.

5. Contractor's Responsibility:

6. Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

D. INSPECTION AND TESTING:

All work covered by this Contract Documents shall be inspected by the City Engineer. Request for inspection service shall be made 24 hours in advance at phone no (323) 584 6274.

All materials furnished and all work performed under the Contract shall be subject to review and approval by the City Engineer. Such review may include mill, plant, shop, nursery, or field inspection as required. City Engineer shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

The City will provide standard progress building and public works inspection at no cost to the Contractor. Contractor shall arrange and pay for all other inspections required by ordinance or governing authorities, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

Where required by the Building Code, specialty inspectors shall be provided by the City at no cost to

the contractor. The Contractor shall request specialty inspector at least forty-eight (48) hours in advance of an anticipated inspection.

City shall perform compaction tests as required.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the City Engineer.

City Engineer will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event, such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by City Engineer, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the authority of City Engineer shall, upon order of the City Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

#### E. UTILITIES

1. Before starting work, the Contractor shall verify the locations and elevations of all existing utilities, whether shown on the plans or not, by contacting Underground Service Alert at 811, at least 48 hours in advance. Existing street lighting and gas line have been approximately located and shown on plans provided respectively by the City and the Gas Company.
2. It shall be the Contractor's responsibility to notify and coordinate with all the utility companies involved and to provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.
3. The Contractor shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) work days in advance of performing any work within said area.
4. The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements indicated on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to

provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the City, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

5. Pot holing existing utilities and power splicing shall be done in the presence of the respective utility purveyor.
6. The utility companies and their contacts having facilities within or near the construction are listed on Sheet 1 of the plans.

#### F. TRAFFIC CONTROL REQUIREMENTS

1. The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience.
2. All work and materials to implement construction staging and traffic control shall comply with the California Manual of Uniform Traffic Controls Device (CA MUTCD). Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.
3. The use of flagmen may be required if deemed so by the City Engineer. Adequate flagmen, construction signs barricades, delineators, and arrow boards shall be used to the satisfaction of the City Engineer. Adequate traffic control shall be maintained at all times through the construction zone.
4. Traffic control through the project area shall conform to the requirements of Section 7-10, "Public Convenience and Safety," (SSPWC).
5. The Contractor shall not allow traffic to travel on natural ground, subgrade, or aggregate base material. Traffic must only be allowed on a firm asphalt surface. A temporary ac pavement may be used for this reason to allow traffic.
6. The Contractor shall maintain a minimum of 5 feet clearance from the vertical edge of excavation.
7. The Contractor shall not be allowed to leave vertical edge over 1" within the street pavement when the pavement is open to traffic except along the edge of gutter. Otherwise, the Contractor shall construct temporary AC transition at edges including around the edges of utility structures.

The transition at traverse edge to through traffic shall be 6:1 slope, at longitudinal edge shall be 4:1 slope and at driveways ramped at 6:1 slope.

8. Ingress and egress of vehicle to all driveways shall be maintained at all time except when arranged in advance by the Contractor with the respective residence.

9. The Contractor shall maintain one 10' wide minimum traffic lane in each direction at all time.
10. No street or one traffic direction closure shall be allowed unless approved by the City Engineer 48 hours prior to the closure and subject to the following condition:
  - a. The Contractor shall submit a detour plan prepared by a Civil Engineer in the State of California, for approval by the Engineer.
  - b. Notify the following Agencies two (2) working days before closing or partially closing any street or alley:

City of Huntington Park Police Department	(323) 584 6254
City of Huntington Park Fire Department	(323) 881 2411
11. The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the CA MUTCD.
12. All traffic lanes shall be open at the end of working hours of each day, unless approved by the City Engineer.
13. Payment for traffic control shall be considered included in various bid items of the Bid Schedule.

**G. CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the requirements of Section 300-1 "Clearing and Grubbing", (SSPWC). The Contractor shall incorporate the following exceptions, additions, or deletions to the noted Section:

1. Subsection 300-1.1, "General", (SSPWC), add the following:

Limits: The Contractor shall meet with the Inspector prior to making removals to verify the actual limits of removals and locations of joins, to establish smooth joins and to assure proper drainage. The Contractor may make minor changes in the location of joins and limits of removal, provided a smooth join and proper drainage shall be achieved and it has obtained approval from the Engineer.

2. Subsection 300-1.3.1, "Removal and Disposal General", (SSPWC), add the following:

All material removed from the project shall become the property of the Contractor and shall be disposed in a legal manner outside the project unless noted otherwise elsewhere in the Contract Documents or instructed otherwise by City Engineer's during construction.

CONTRACTOR shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Cleanup of spillage will be at CONTRACTOR'S expense.

Contractor shall not start any removal work unless it is prepared to perform construction work immediately without interruption from the time removals begun, unless otherwise approved by the Engineer.

Miscellaneous Removal, Relocation & Adjustment to Grade: This item shall include all removal not specifically listed in the Bid Schedule or otherwise covered by these Specifications such as all necessary relocations and adjustment of valve cover whether shown on the plans or not and as necessary to complete the improvements. The Contractor shall be responsible to review the project site prior to bidding and include all such work in its bid prices for this item.

3. Subsection 300-1.3.2.c), "Concrete Curb, Gutters, Cross Gutters, Driveways, and Alley Intersections", (SSPWC), delete 1st sentence and replace by the following:

Concrete shall be removed to a neatly sawed edges with saw cuts full depth.

4. Street light fixtures to be removed as indicated on the plan shall include the removal of all attachments. The work shall include the restoration of all improvements affected by the removal. Prior to demolition, the electrical power shall be de-energized but the remaining attached system shall remain operational.
5. Bus shelter structures to be removed as indicated on the plan shall include the removal of all attachments and foundation. The work shall include the restoration of PCC sidewalk, curb and gutter and all improvements affected by the removal. Prior to restoration, the existing PCC walk, curb and gutter, where new improvements will join, shall be trim by saw cut in a true line and voids created shall be structurally backfilled.
6. Subsection 300-1.4, "Payment", (SSPWC), replace with the following:

Payment for clearing and grubbing shall be considered included in various bid items except for other removal items as listed and described in the bid schedule.

Payment for removal of double acorn fixtures shall be paid per pole as part of the applicable bid item.

Payment for removal of bus shelters shall be paid per bus shelter as part of the applicable bid item.

Payment shall include full compensation for removal, hauling and disposal of all resulting materials and restoration as specified. No additional compensation shall be allowed.

#### H. PAVEMENT STRIPING AND MARKERS

1. The Contractor shall furnish labor, equipment and materials and install pavement striping and marking as specified on the plans and the Contract documents. All new pavement striping and markings shall be in accordance with Caltrans Standard Plans and the California Manual of Uniform Traffic Control Devices
2. All pavement striping and marking shall be reflectorized and thermoplastic paint.



3. All reflective markers shall be set using adhesives specified in Sections 95-2.05, "Standard Set Epoxy Adhesive for Pavement Markers," and 95-2.04, "Bituminous Adhesive for Pavement Markers" contained in the State of California Department of Transportation Standard Specifications, Latest Edition. All existing fire hydrants including "pop-off" and recycled-water hydrants are considered to have an identifying blue reflectorized marker in the proper location in the street, and said marker will be replaced by the CONTRACTOR as required by the City or by the Fire Department. There shall be no separate payment for this work.
4. The contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer. No striping shall be installed until the layout and spotting has been specifically approved by the Engineer.
5. Existing lane striping shall be restored with new striping per current Caltrans Details with raised markers:
  - Center Lines per Details 2, 22, 32 as applicable.
  - Lane Lines per Detail 9, including 50' long solid lines at intersections.
  - Left and Right Turn Lane per Detail 38.
  - Limit Lines and Crosswalks 12" wide lines (match existing color of crosswalks (white or yellow). All Crosswalks and Limit Lines shall have applicable raised markers along the entire line length at 24" spacing.
  - Pavement Legends, Arrow Markings, Speed Limit Legends, Stop Legends, and all other existing legends and markings on pavement per current applicable Caltrans Standards.
6. Payment for **Bid Item A.1- RESTORE EXISTING STRIPING, LIMIT LINES, CROSSWALKS, PAVEMENT LEGENDS, ARROW MARKINGS, SPEED LIMIT LEGENDS, STOP LEGENDS, AND ALL OTHER EXISTING LEGENDS AND MARKINGS ON PAVEMENT** shall be paid in Lump Sum (LS) Price base and shall be considered full compensation for complying with the requirements.

I. SEAL COAT

- a. Seal Coat shall be in accordance to Section 203.9 of the Standard Specifications for Public Work Construction

All weighmaster's certificates required by the Standard Specifications or these Special Provisions shall be furnished by the Contractor at no cost to the Agency.

- b. All cracks and joints greater than 1/8 inch in size shall be blown clear with high pressure air, with the street swept immediately thereafter; and all joints and cracks greater than 1/4 inch and less than 1.5 inches in size shall be filled with Crafcro Polyflex III or equal. Filler shall be within 1/8 inch below and flush with existing pavement surface and squeegeed, as necessary, to attain this result.
- c. Prior to the beginning of slurry operations, the Contractor shall furnish current licensed weighmaster's certificates indicating the net weight capacity of the aggregate bin of each slurry mixer. Except for partial loads to complete a day's schedule, or for patching, each mixer shall be filled to its rated capacity and the Engineer and the Contractor shall each keep a daily count of the number of loads and/or partial loads applied to the streets by each slurry mixer. Each aggregate bin shall have permanent calibration marks in maximum increments of 2 tons.

- d. Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick set mixing operator, a competent driver and sufficient laborers for any handwork, cleanup and barricading.
- e. Streets having inverted shoulders shall be sealed to the outer edge of the existing shoulders. Spreaders to be used for this operation shall meet the approval of the Agency. Adjacent passes shall not overlap more than 12 inches.
- f. At least 15 working days prior to commencing work, the Contractor shall submit a spreading schedule to the Agency for approval. This schedule shall allow residents on the streets to be slurried ample "on street" parking within a reasonable distance from their homes. Based upon the spreading schedule, the Contractor will notify schools, residents, and businesses of the proposed work and post temporary "NO PARKING" signs at no cost to the Agency. The "NO PARKING" signs will be in place not less than 48 hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least 10 working days prior to sealing the streets affected. The application of slurry shall be done to minimize impacts to adjacent residents and public traffic. Unless otherwise approved by the City Engineer, half the street width shall be done at a time allowing one lane open available to residents access traffic. The contractor will be allowed to post signs informing the street is closed to traffic, except for residential access. The contractor shall coordinate with City's street sweeping and trash hauling contractors and schedules to avoid conflicts.
- g. Due to the nature of this project involving some inconvenience to residents, work shall be phased as described above, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.
- h. The City will require the Contractor to distribute a "Public Notice", provided by the Agency, to each residence affected by the program. Said notice shall be attached to a red information hanger provided by the contractor and hung on the front door knob no later than one week in advance of the project start date.
- i. All complaints received by the City associated with the application of the Seal Coat alleging damage to private property and vehicles shall be responded to by the Contractor within 24 hours of notification. Failure to comply with this provision may result in a penalty of \$50.00 per occurrence.
- j. All trucks which the Contractor proposes to use that exceed the legal load limit when loaded will be required to have overweight permits from the Agency.
- k. The Contractor shall supply the Engineer with licensed weighmaster's certificates of weight for all aggregates delivered to the job during the course of each day. Aggregate so certified as being delivered for use in the contract shall be used only in the slurry mixture, or when approved by the Engineer, may at no cost to the Agency be spread over freshly applied slurry to prevent tracking or damage to the slurry as required in the Standard Specifications. The Contractor shall also present weighmaster's certificates for the amount of such aggregate remaining unused at the completion of the contract. Payment shall be determined by deducting the amount of unused

aggregate from the total amount of aggregate delivered, all as shown on the licensed weighmaster's certificates and shall be confirmed by multiplying the number of loads spread by each slurry mixer times the net weight capacity of each mixer as determined by the weighmaster's certificates.

- l. Adjustment shall be made in the calculations for partial loads and the quantity of aggregate used to prevent tracking shall be deducted when determining the two quantities. If there is an unaccountable difference between the two quantities, final payment will be determined by the method showing the lesser amount of aggregate used. The Contractor will be required to work around all existing utility facilities and seal up said facilities. During sealing operations, the Contractor shall cooperate with the owners of any utility covers and shall cover and completely protect said covers with heavy plastic or other suitable material. The Contractor shall exercise care to prevent slurry from being deposited on concrete surfaces and shall remove slurry from surfaces not designated to be sealed.
- m. The Contractor shall provide an operator and a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system and shall roll all cul-de-sacs and knuckles and any other slurried street areas as designated by the Engineer. The Contractor shall roll these streets, the same day as they are slurried and will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint.
- n. Payment for **Bid Item A.1-APPLY SEAL COAT TO INCLUDE CURB RETURNS OF ALL INTERSECTING STREETS** shall be paid per Square Feet unit price of applied area. Full compensation shall include all labor and materials required to complete the process and no additional compensation will be allowed therefore.

J. STREET LIGHT

The Contractor shall furnish labor, equipment and materials to remove existing double acorn light fixtures from 30 feet trolley poles and construct new cobra head LED lighting with 6 feet clamp on luminaire mast arm for LED Cobra head fixture to existing street lights.

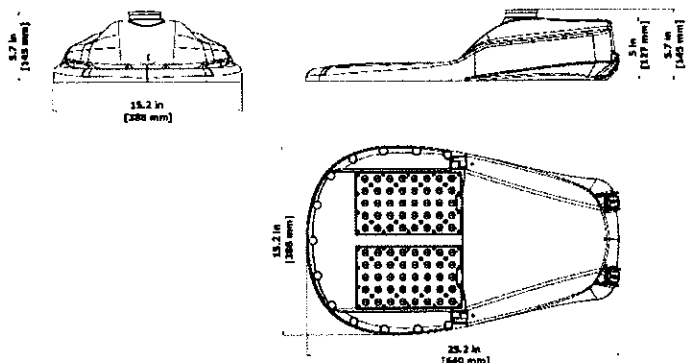
a. Location

Approximate location of new lights is as shown on the plans and final location shall be determined by the Engineer during construction.

## GreenCobra™ LED Street Light GCL

### Luminaire Data

**Weight** 18 lbs [8.17 kg]  
**EPA** 0.8 ft.<sup>2</sup>



### Ordering Information

Sample Catalog No. GCL1 60G MV WW 2S GY 350 PCR5 RWG

Product	No. & Type of LEDs	Voltage	Color Temperature	Distribution	Finish <sup>1</sup>	Drive Current	Options
<b>GCL1</b>	<b>60G</b> <b>80G</b>	<b>MV</b> 120-277V <b>HV</b> 347-480V	<b>WW</b> 3000K <b>NW</b> 4000K <b>CW</b> 5000K	<b>2S</b> Type 2 Short <b>2R</b> Type 2 Medium <b>3R</b> Type 3 Medium	<b>GY</b> Gray <b>DB</b> Dark Bronze <b>BK</b> Black	<b>350</b> 350mA <b>530</b> 530mA <b>610</b> 610mA <b>700</b> 700mA	<b>HSS</b> <sup>6</sup> House Side Shield <b>CSS</b> <sup>7</sup> Cul-de-sac Shield <b>FDC</b> <sup>8</sup> Fixed Drive Current <b>LPCR</b> Less Photocontrol Receptacle <b>PCR5</b> <sup>9</sup> ANSI 5-wire Photocontrol Receptacle <b>PCR7</b> <sup>9</sup> ANSI 7-wire Photocontrol Receptacle <b>PCR5-CR</b> <sup>9</sup> Control Ready 5-wire Photocontrol Receptacle <b>PCR7-CR</b> <sup>9</sup> Control Ready 7-wire Photocontrol Receptacle <b>4B</b> 4-Bolt Slip-Fitter <b>RWG</b> Rubber Wildlife Guard <b>WL</b> Utility Wattage Label

#### Notes:

- Gray, Black and Dark Bronze standard. Consult factory for other finishes.
- Factory set drive current, field adjustable standard. Refer to Performance Data Table. Consult factory if wattage limits require a special drive current.
- Non field adjustable, fixed drive current. Specify required drive current. Not available with PCR5 CR or PCR7-CR options.
- Field adjustable current selector included. Wireless node dimming is disabled, field changeable connectors included to enable dimming with PCR5/7.
- Control ready wiring at factory for wireless node dimming. Default maximum drive current (700mA) must be specified.
- Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
- Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.
- Specify Color (GY, DB, BK)
- Specify MV (120-277V) or HV (347V-480V)

#### Accessories<sup>9</sup>

<b>HSS</b> <sup>6</sup>	House Side Shield, Snap-On*
<b>CSS</b> <sup>7</sup>	Cul-De-Sac Side Shield, Snap-On*
<b>SPB</b> <sup>8</sup>	Square Pole Horizontal Arm Bracket
<b>RPB</b> <sup>8</sup>	Round Pole Horizontal Arm Bracket
<b>PTB</b> <sup>8</sup>	Pole Top Tenon Horizontal Arm Bracket
<b>WB</b> <sup>8</sup>	Wall Horizontal Arm Bracket
<b>BSK</b>	Bird Deterrent Spider Kit
<b>PC</b> <sup>8</sup>	Twist Lock Photocontrol
<b>LLPC</b> <sup>8</sup>	Long-Life Twist Lock Photocontrol
<b>SC</b>	Twist Lock Shorting Cap

\*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSS, CSS specify as option in luminaire catalog number.

### Luminaire Specifications

#### Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. Four-bolt mounting bracket (4B option) is available. Mounting provisions meet 3G vibration per ANSI C136.31-2001 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from ± 5° in 2.5° steps. Electrical components are accessed without tools via high-strength, non-conductive polycarbonate door with stainless steel quick-release latches. Polycarbonate material is UL recognized and meets UL 746C for outdoor usage. Standard mast arm guard is Polycarbonate with removable insert. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

#### Light Emitting Diodes

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21. LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 minimum CRI. LEDs are RoHS compliant, 100% mercury and lead free.

#### Optical Systems

Micro-lens systems produce IESNA Type 2 Short (2S), Type 2 Medium (2R), and Type 3 Medium (3R) distributions. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optical systems maintain an IP66 rating. Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cui-de-sac shield provides back and side light control for end of cui-de-sac applications. Both shields are field installable without tools.

#### Electrical

Power supply life is rated for 100,000 hours. Power Supply is 1-10V dimmable. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire and is aligned for straight wire entry. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA.

#### Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 5-wire (PCR5) or 7-wire (PCR7) photocontrol receptacles are available. All photocontrol receptacles have tool-less rotatable base. Wireless control module is provided by others.

#### Finish

Housing receives a fade and abrasion resistant polyester powder coat finish. Finish tested 3000 hours in salt spray exposure per ASTM B117. Finish meets scribe creepage rating 9 of 10 per ASTM 1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

#### Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified 120-277V product.<sup>2</sup> International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A.

#### Photometry

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

#### Warranty

10-year limited warranty is standard on luminaire and components.

### Performance Data

All data nominal, consult factory for IES files or LM 79 reports.

#### Warm White (3000K) WW

No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (lm)	Efficacy (lm/W) <sup>1</sup>	Type 2S	Type 2R	Type 3R
					BUG Rating	BUG Rating	BUG Rating
GCL1 60G	350	70	8800	126	B2 U0 G2	B1 U0 G2	B2 U0 G2
	530	105	12700	121	B2 U0 G2	B2 U0 G2	B2 U0 G2
	610	120	14200	118	B2 U0 G2	B2 U0 G2	B2 U0 G3
	700	135	15600	116	B2 U0 G2	B2 U0 G2	B3 U0 G3
GCL1 80G	350	85	11150	132	B2 U0 G2	B2 U0 G2	B2 U0 G2
	530	130	16000	123	B2 U0 G2	B2 U0 G2	B3 U0 G3
	610	160	18700	117	B3 U0 G2	B3 U0 G2	B3 U0 G3
	700	185	20800	112	B3 U0 G2	B3 U0 G3	B3 U0 G3

#### Neutral White (4000K) NW

No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (lm)	Efficacy (lm/W) <sup>1</sup>	Type 2S	Type 2R	Type 3R
					BUG Rating	BUG Rating	BUG Rating
GCL1 60G	350	70	9250	133	B1 U0 G2	B2 U0 G2	B2 U0 G2
	530	105	13300	127	B1 U0 G2	B2 U0 G2	B2 U0 G2
	610	120	15000	125	B2 U0 G2	B2 U0 G2	B3 U0 G3
	700	135	16400	122	B2 U0 G2	B2 U0 G2	B3 U0 G3
GCL1 80G	350	85	11700	138	B2 U0 G2	B2 U0 G2	B2 U0 G2
	530	130	16800	129	B3 U0 G2	B2 U0 G2	B3 U0 G3
	610	160	20000	125	B3 U0 G2	B3 U0 G3	B3 U0 G3
	700	185	22100	119	B3 U0 G3	B3 U0 G3	B3 U0 G3

#### Notes:

1 Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.

2 Not all versions DLC qualified. Consult qualified product list at [www.designlights.org](http://www.designlights.org) for latest product listing.

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GCL v041316 Specifications subject to change without notice

b. Payment to REMOVE EXISTING DOUBLE ACORN FIXTURES FROM 30' TROLLEY POLES. FURNISH AND INSTALL LEOTEK COBRA HEAD LED LIGHTING, (CATALOG #: SCL-GCL-80G-MV-NW-2R-GY-700-PCR7-WL-JES) WITH 6 FEET CLAMP ON LUMINAIRE MAST ARM FOR LED COBRA HEAD FIXTURE shall be based on **Each (EA)** Assembly Unit Price basis. Each assembly shall be as shown on the plan and shall include 1 Cobra Head LED lighting fixture and 1 6 feet clamp on luminaire mast arm and related electrical items. Payment shall include full compensation for all labor materials, tools, equipment, and for doing all work involved and fully operational, removal of existing acorn fixtures, electrical work, restoration of existing improvements, hauling and disposal of excess material.

K. PAINT ALL EXISTING STREET FURNITURE INCLUDING TRAFFIC SIGNAL POLES, STREET LIGHT POLES, STREET FURNITURE, UTILITY ENCLOSURES, BUS SHELTERS, BIKE RACKS, FIRE HYDRANTS, AND ALL SIDEWALK AND STREET FACILITIES ON PACIFIC BLVD BETWEEN FLORENCE AVE AND SLAUSON AVE

The Contractor shall furnish labor, equipment and materials to PAINT ALL EXISTING STREET FURNITURE INCLUDING TRAFFIC SIGNAL POLES, STREET LIGHT POLES, STREET FURNITURE, UTILITY ENCLOSURES, BUS SHELTERS, BIKE RACKS, FIRE HYDRANTS, AND ALL SIDEWALK AND STREET FACILITIES ON PACIFIC BLVD BETWEEN FLORENCE AVE AND SLAUSON AVE. PAINT TO BE PROCURED FROM TIGER COATINGS, TIGER DRYLAC POWDER COATINGS ([www.tiger-coatings.us](http://www.tiger-coatings.us)).

COLOR SHALL BE THE FOLLOWING:

TRAFFIC POLES: BLACK RAL9017  
BUS SHELTERS: GREY RAL-7042  
BIKE RACKS: FOREST GREEN RAL 6002  
STREET LIGHT POLES: BLACK RAL9017  
PUBLIC UTILITY BOXES: ROYAL BLUE RAL5010  
STREET FURNITURE: BLACK RAL9017

# **PAINT SPECIFICATIONS:**

## **Surface preparation:**

Each pole location may require a different level of surface preparation. Contractor is responsible to ensure that all surfaces to receive paint be adequately prepared to ensure removal of surface contaminants, including but not limited to oil, grease, diesel smut, dust, tape and/or other foreign debris. Paint removal from the entire pole is not required under these specifications; however, there will be some (minimal) areas of peeling paint which must be cleaned and/or removed prior to application of the new coatings. This minimal amount of removal of loose and flaky paint must be included in your price.

## **Painting:**

Contractor to apply paint to the exterior surfaces of the pole base, pole shaft (outer shaft only) and arms. Contractor must achieve a minimum of 4 mils DFT to recoated surfaces. Contractor is responsible to achieve this DFT, even if it means separate and multiple applications of the paint. One (1) coat of paint is allowed so long as it meets the minimum 4 mils DFT in an aesthetically pleasing way. Orange peel, drips, runs, sags, fish eyes, or other surface imperfections will be cause for rejection of the pole. Luminaires will not be painted and must be protected from overspray. All coatings must be applied by way of sprayer. In the event there is a pole, or a small grouping of poles which you believe cannot be sprayed, the poles must be identified and skipped until the city has time to inspect the poles in in question. After inspection by the city, city will rule as to whether or not alternative application methods such as brush and/or roller will be permitted.

Contractor is responsible to provide all labor, tools, equipment and material necessary to re-coat the poles and must protect adjacent areas from paint drips and/or overspray or damage.

## **License requirement for lightpole repainting and/or restoration:**

100% of the lightpole preparation and repainting work must be performed by a licensed C61/D64 Lightpole Restoration Contractor.

## **Material:**

The coating utilized to repaint the lightpoles on this project must be a high solids, voc compliant, isocyanate-free and meet or exceed the following specifications:

**ASTM D4060 Abrasion Resistance:** No more than 53 milligrams average loss after 1000 cycles with CS-17 wheels and 1000 grams load (Abrasion resistance of organic coatings by the Taber Abraser [one coat at 6-7 mils DFT over Carbon steel.] Surface preparation: SSPC SP-10 near white metal blast.)

**ASTM D2247 Humidity Resistance:** No blistering, cracking, or delamination or rusting after 5500 hours of exposure (Testing water resistance of coatings in 100% relative humidity [one coat at 6-7 mils DFT over carbon steel]. Surface preparation: SSPC SP-10 near white metal blast.)

**Exterior Severe Weathering:** No blistering, cracking or delamination of film. No face rusting after 18 months of exposure. >90% gloss retention after 18 months of exposure. South Florida Marine Exposure exposed 45 degrees facing east [one coat at 6-7 mils DFT]. Surface preparation: SSPC SP-10 near white metal blast.)

**ASTM D2794 Impact Resistance:** Direct 38 inch-lbs, Reverse 8 inch-lbs, (Resistance of Organic Coatings to the effects of Rapid Deformation (impact) [One coat at 7 mils DFT over 11-gauge carbon]. Surface Preparation SSPC SP-10 Near white metal blast.)

**QUV Weathering:** Accelerated Ultraviolet Cyclic Weathering Test [one coat at 6-7 mils DFT over cold rolled phosphated steel]. Surface preparation: clean and dry. Typically, no blistering, cracking, or delamination of film after 15 weeks exposure. 50% average gloss retention after 15 weeks.

**ASTM B117 Salt Spray (FOG):** No blistering, cracking, softening or delamination of film. No more than 1/16 rust creepage at scribe and no more than 1% rusting at edges after 5,500 hours of exposure. Testing [one coat at 6-7 mils DFT over carbon steel]. Surface preparation SSPC-SP-10 near metal blast.

**Required documentation and warranty:**

Contractor must include a 5 year warranty on the new coatings. 5 Year warranty applies only to inter-coat adhesion (new coating to old coating) and applies to peeling, flaking or general adhesion loss. Warranty does not apply to paint failure as a result of vandalism, pre-existing coating failure, physical damage from things such as bikes, bike chains, etc. IMPORTANT: Contractor must submit technical data bulletin(s) and test result sheet(s) for the coating(s) which will be used on this project. This information MUST BE SUPPLIED WITH THE BID AT THE TIME IT IS SUBMITTED. Failure to submit the TDB and test results with your bid WILL cause your bid to be rendered non-responsive.

Payment to PAINT ALL EXISTING STREET FURNITURE INCLUDING TRAFFIC SIGNAL POLES, STREET LIGHT POLES, STREET FURNITURE, UTILITY ENCLOSURES, BUS SHELTERS, BIKE RACKS, FIRE HYDRANTS, AND ALL SIDEWALK AND STREET FACILITIES shall be paid in **Lump Sum (LS) Price** base. Payment shall include full compensation for all labor materials, tools, equipment, and for doing all work involved and fully operational, restoration of existing improvements, hauling and disposal of excess material.

**L. CLOCKS**

The Contractor shall furnish labor, equipment and materials to furnish and install new clocks.

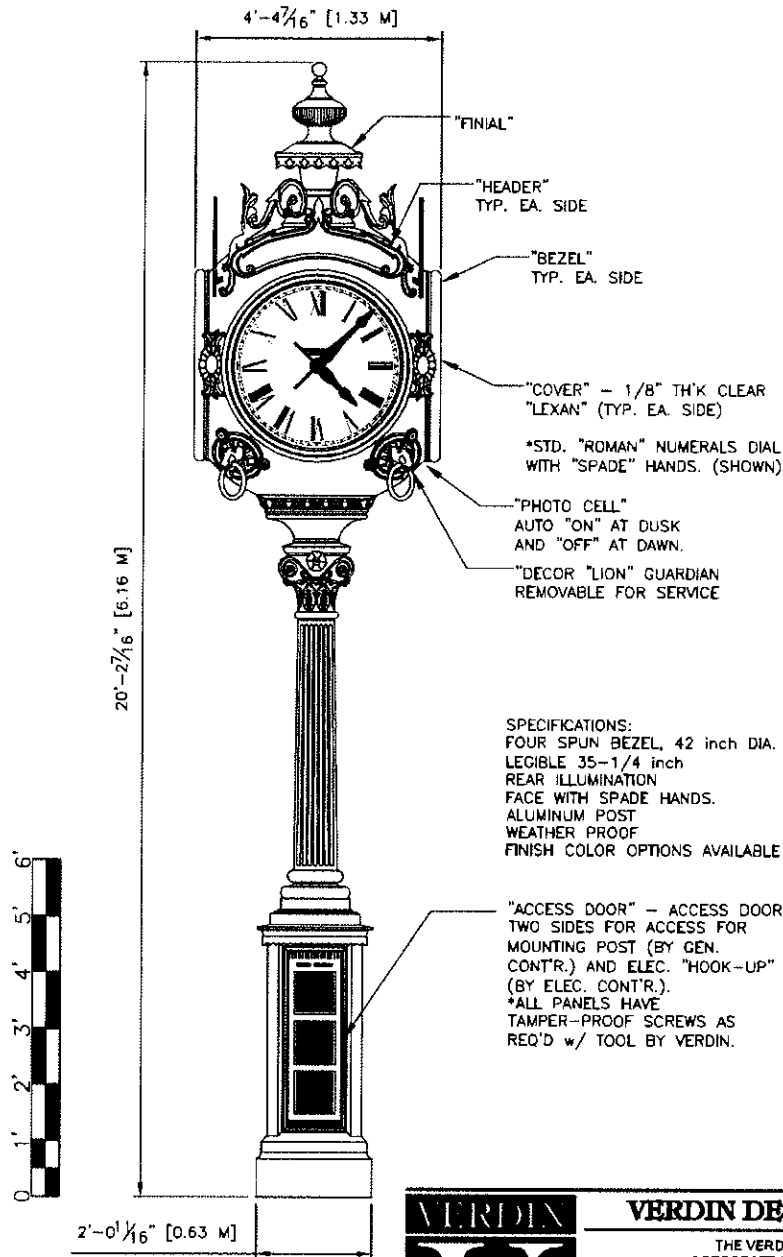
Clock shall include backlit Arabic numeral dials, "Huntington Park" logo printed on dial faces, black base paint with standard gold accent paint, custom header panels with "City of Huntington Park", custom cast bronze plaques, and MCC3 clock controller.

Footing and electrical connections are provided by others. Contractor to verify footing and electrical connections before placing order.

**Payment to Furnish and Install New Clocks** shall be based on **Each (EA) Unit Price** basis and shall include full compensation for all labor materials, tools, equipment, and for doing all work involved and fully operational, hauling and disposal of excess material.



# SETH THOMAS REPLICA



MODEL No. 4ST  
Scale:  $\frac{3}{8}" = 1' 0"$

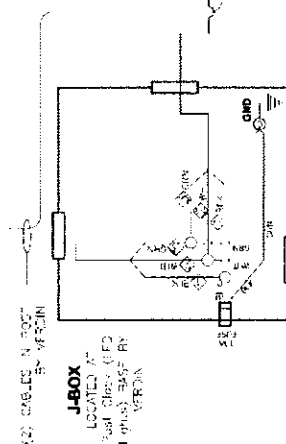


## VERDIN DESIGN GROUP

THE VERDIN COMPANY  
CORPORATE HEADQUARTERS  
444 READING ROAD  
CINCINNATI, OHIO 45202  
1-800-543-0488  
sales@verdin.com  
www.verdin.com

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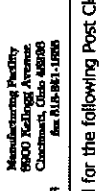
<b>SERVICE</b>	120 VAC 60 Hz 50 AMP SCHED. 2 ASH	<b>DEDICATED</b>
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(2) 40.12 WRLS &  
(3) 40.12 WPL (SW)  
RUL IN CONDUIT TO POST CLOCK  
RY = FC. CLK-19

THE DRAWING IS THE PROPERTY OF LEVER COMPANY AND IS TO BE RETURNED WITH THE LABELS AND NO PART THEREOF IS TO BE REPRODUCED, PASSED ON OR UNAUTHORIZED USE. NO USE FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS SPECIFICALLY PREPARED. EXCEPT BY THE LEVER COMPANY WITH A WRITATION.

**NOTES:**

A) All electrical equipment is to be earth grounded.

	The Verdin Company Corporate Headquarters 444 Reading Road Cincinnati, Ohio 45208 513-941-4010 1-800-343-0488		Manufacturing Facility 9500 Kellogg Avenue Cincinnati, Ohio 45236 fax 513-941-0785	
	This drawing can be used for the following Post Blocks - Models 43 / 4M / 4MP / 4MST / 4MST / 4ST / 4SZ / 4T / 4V			
(V) Fused Post Block (LED Type) 43 / 4M / 4MP / 4MST / 4MST / 4ST / 4SZ / 4T / 4V		Fused Post Block (LED Type) 43 / 4M / 4MP / 4MST / 4MST / 4ST / 4SZ / 4T / 4V		
SCALE: 1:100 Ver. 1.11	DWG. NO. 10-100-100	DATE 10-100-100	DRAWN BY B. 4575	CHECKED BY B. 4575

#### M. BUS SHELTERS

The Contractor shall furnish labor, equipment and materials to install bus shelters, Aurora series – 21'-0" Hip Peak roof shelter, aluminum/steel construction, 1" steel decorative scroll panels, sides and rear, Maxi Tile composite roof tiles, shoe base mount. Powder coated finish, RAL Color is Grey RAL-7042. Bus shelter shall be procured from LNI Custom Manufacturing, Inc (P: 310-978-2000), (Model: AR-21-HT) or City Approved Equal.

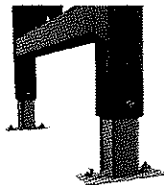
This bid item shall also include furnish and install solar powered illumination system including PV Panel with 45D post mount, solar charge control-SS, self-contained-sealed PV battery, LED illumination, UL recognized components from LNI Custom Manufacturing, Inc (P: 310-978-2000), (Model: PV 6000 PM w/ LED fixture) or city approved equal.

**Payment to Furnish and Install New Bus Shelters including Install Solar Powered Illumination System** shall be based on **Each (EA)** Unit Price basis and shall include full compensation for all labor materials, tools, equipment, and for doing all work involved and fully operational, including removal of existing bus shelter as per applicable bid item and hauling and disposal of excess material.



## AURORA SHELTER SYSTEM

**LNI Aurora Shelter Series'** innovative design and high quality aluminum construction is built to suit your cost, timing and design needs. The Aurora Shelter is fully fabricated and assembled in-house and is BUY AMERICA compliant. All of LNI's shelters are built to meet and exceed your standards and can stand up to the harshest conditions.



### Ground Supports

Quick Installation with superior strength



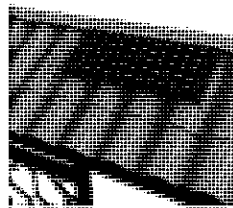
### Wall Panels

Panels can be decorative steel scrolling, laser cut, perforated metal or glass.



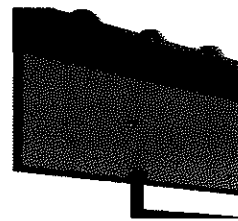
### Roof

Made of durable Maxitile. Available in multiple styles.



### Solar Power

We offer many off the-grid power solutions.



### Interior LEDs

LED lighting system can either be solar powered or hard wired.



## AURORA SHELTER SYSTEM

### Cost Effective Delivery

Shipped in individual pieces and organized on flat pallets, these shelters are more cost effective to deliver compared to shelters that arrive fully assembled.

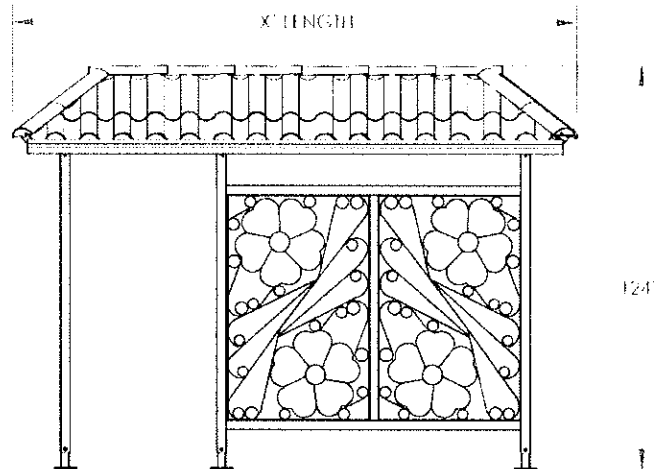
While shipping costs vary based on location, the savings created from this method of fabrication and delivery are significant.

### Installation

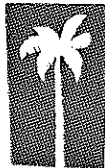
The Aurora Shelter System offers simple installation with a five step process. The pieces are manufactured for optimal compatibility and simplicity of installation.

### Maintenance

The Aurora Shelter System is extremely durable. In the event of any damage, our modular approach allows for the replacement of individual damaged components rather than the purchase of an entirely new shelter.



### Wall Options



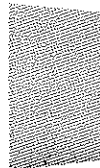
#### Laser Cut

Add almost any image to your shelter. Making it specific to your city.



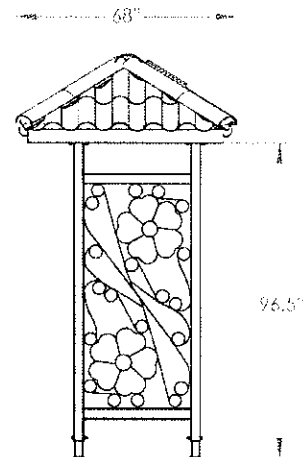
#### Decorative Scrolling

Create a specific pattern making the shelter unique to its' location.



#### Perforated Metal

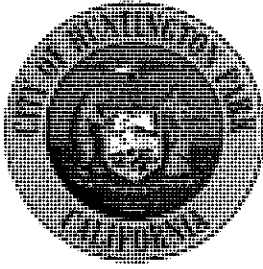
Choose from a number of perforated metals to give the shelter a unique look.



AR	21	H	T	PC RAL 7042
<b>PRODUCT</b>	<b>LENGTH</b>	<b>ROOF STYLE</b>	<b>ROOF PANEL</b>	<b>FINISH</b>
AR AURORA SERIES SHELTER SYSTEM	9' 13' 17' 21' CUSTOM (please specify)	D - DOME P - PEAK H - HIP PEAK	T - THERMOCLEAR LEXAN A - ALUMINUM P - POLYCARBONATE T - TILE G - CERAMIC TILE	PC - POWDER COAT WP - PAINT (please specify RAL's color)

LNI Custom Manufacturing Inc. 12536 Chadron Ave, Hawthorne, CA 90250 sales@lnisigns.com 310.978.2000 fax: 310.978.4000

Made in the USA



## **CITY OF HUNTINGTON PARK**

Public Works Department  
City Council Agenda Report

December 20, 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 CITY OF HUNTINGTON PARK'S PARTICIPATION IN THE PROCESS OF APPOINTMENT OF DIRECTORS TO THE CENTRAL BASIN MUNICIPAL WATER DISTRICT'S BOARD OF DIRECTORS**

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

1. Adopt Resolution No 2016-53, Authorizing the City of Huntington Park's Participation in the Process of Appointment of Directors to the Central Basin Municipal Water District's Board of Directors;
2. Authorize the City of Huntington Park's participation in the process of appointment of qualified individuals with technical expertise representing the water purveyors in the service area of the Central Basin Municipal Water District to its Board of Directors;
3. Authorize the City Manager or the City Manager's designee to vote in the Central Basin Municipal Water District Board elections for the appointed Directors' positions on behalf of the City; and
4. Authorize the City Manager or the City Manager's designee to nominate a qualified individual with at least 5 years experience (pursuant to Section 71267 of the Water Code) to run, and if elected, hold office for a Board position on behalf of the City of Huntington Park and Central Basin Municipal Water District.

#### **NOMINATION PERIOD**

The City is scheduled to receive vote-by-mail nomination ballots by January 4, 2017. They are due back to Central Basin by January 24, 2017. Ballots will be opened on January 25, 2017 at the Central Basin Purveyor Workshop.

# **RESOLUTION AUTHORIZING CITY OF HUNTINGTON PARK'S PARTICIPATION IN THE PROCESS OF APPOINTMENT OF DIRECTORS TO THE CENTRAL BASIN MUNICIPAL WATER DISTRICT'S BOARD OF DIRECTORS**

December 20, 2016

Page 2 of 4

## **VOTING PERIOD**

The City is scheduled to receive vote-by-mail ballots by January 31, 2017. They are due back to Central Basin by February 21, 2017. Ballots will be opened on February 22, 2017 at the Central Basin Purveyor Workshop.

## **BACKGROUND**

The Central Basin Municipal Water District (CBMWD) was established in 1952. As a water wholesaler, CBMWD provides imported water and recycled water to various retail water providers and one water wholesaler in southeast Los Angeles County. CBMWD purchases imported water from the Metropolitan Water District of Southern California (Met), and as such, is a Met member agency.

In 2015, amid allegations of questionable political and business decisions, as well as a host of mismanagement practices, the legislature requested an audit of CBMWD. The State Auditor called for more than thirty recommendations to reform CBMWD. In response to the State Auditor's recommendations, two bills were introduced by Senator Lara (SB 953) and Assembly Member Garcia (AB 1794). Ultimately both bills were signed by Governor Brown into law.

Senate Bill 953 prohibits CBMWD's board of directors from changing existing ethics rules and their benefits without a majority two-thirds vote by the board. It will also limit the use of sole-source contracting.

AB 1794 creates a new governance structure to ensure CBMWD effectively fulfills its responsibilities and is accountable to the more than two million people it services. The bill requires that in 2022, a seven-member board structure replace the current five-member board. Four board members would be elected by residents within the district and three directors would be appointed by water purveyors of the district. The bill also establishes a Technical Advisory Committee which will be required to review the District's budget, and review and approve proposed changes related to procurement and coding related to ethics, director compensation, and benefits.

Furthermore, AB 1794 requires a redistricting of CBMWD in 2022 to create four districts as opposed to the existing five districts. As such, the format of the CBMWD Board of Directors will change from eight members to seven members. Four directors will be elected by voters residing in each district and three directors will be appointed by water purveyors in CBMWD service area.

Each individual nominated for appointment to the board of directors must demonstrate eligibility and relevant technical expertise. Appointed individuals to the board of the CBMWD will serve a four year term. The terms will be staggered to ensure continuity. However, two of the three appointed directors to be installed in 2017 will serve a two year term and the third director will serve a four year term. Thereafter, appointed directors will each serve four year terms.



**RESOLUTION AUTHORIZING CITY OF HUNTINGTON PARK'S PARTICIPATION IN THE PROCESS OF APPOINTMENT OF DIRECTORS TO THE CENTRAL BASIN MUNICIPAL WATER DISTRICT'S BOARD OF DIRECTORS**

December 20, 2016

Page 3 of 4

The District's General Manager will be responsible to complete the process of nominations and appointments of individuals to the board of directors in accordance with Section 71627 of AB 1794. The three directors appointed by the water purveyors shall be selected as follows:

- A. One Director is selected by the top five (5) large water purveyors. Each large water purveyor shall have one vote.
- B. One director shall be selected by all cities that are water purveyors of the district from the nominees of cities. Each city shall have one vote.
- C. One director shall be selected by all of the water purveyors of the district from any nominee. The vote of each purveyor shall be weighted to reflect the number of service connections of that water purveyor within the district.

**FISCAL IMPACT/FINANCING**

There is no fiscal impact to the general fund.

**LEGAL AND PROGRAM REQUIREMENTS**

As water purveyor of the District, the City of Huntington Park is entitled to vote in categories "B" and "C" and may nominate a Huntington Park employee or other qualified individual to run for a seat to serve on the Board of Directors.

**CONCLUSION**

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

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Public Works Director

**RESOLUTION AUTHORIZING CITY OF HUNTINGTON PARK'S PARTICIPATION IN  
THE PROCESS OF APPOINTMENT OF DIRECTORS TO THE CENTRAL BASIN  
MUNICIPAL WATER DISTRICT'S BOARD OF DIRECTORS**

December 20, 2016

Page 4 of 4



Michael J. Ackerman, PE  
City Engineer

**ATTACHMENT(S)**

- A. Adopt Resolution No 2016-53, Authorizing the City of Huntington Park's Participation in the Process of Appointment of Directors to the Central Basin Municipal Water District's Board of Directors
- B. Guidelines
- C. Schedule
- D. Memorandum

## ATTACHMENT "A"

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**WHEREAS**, in 2015, the State Auditor published a report identifying widespread mismanagement of the Central Basin Municipal Water District and called for more than thirty recommendations to reform the Central Basin Municipal Water District; and

**WHEREAS**, Senate Bill 953 and Assembly Bill 1794 were signed into law on September 21, 2016; and

**WHEREAS**, Assembly Bill 1794 requires a re-districting of the Central Basin Municipal Water District by reducing the number of districts from five to four and the number of Board Directors from eight to seven with four publicly elected members and three members appointed by the water purveyors in Central Basin Municipal Water District service area; and

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

**SECTION 1.** The City Council of the City of authorizes the City's participation in the process of appointment of qualified individuals with relevant technical expertise representing the water purveyors in the service area of Central Basin Municipal Water District to the Board of Directors of the Central Basin Municipal Water District per guidelines specified in Assembly Bill 1794.

**SECTION 2.** The City Council of the City of Huntington Park authorizes the City Manager or City Manager's designee to nominate a Huntington Park employee or other qualified individual for appointment to the Board of Directors of the Central Basin Municipal Water District.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 20<sup>th</sup> day of December 2016.

Graciela Ortiz  
Mayor

ATTEST:

Donna G. Schwartz, CMC  
City Clerk

## ATTACHMENT "B"

**RULES FOR FILLING APPOINTED POSITIONS ON THE  
BOARD OF DIRECTORS OF THE  
CENTRAL BASIN MUNICIPAL WATER DISTRICT**

November 2016

New legislation effective January 1, 2017 will expand the membership of the Board of Directors of the Central Basin Municipal Water District. Until the directors elected at the November 8, 2022 election take office, the Board of Directors will be composed of eight directors. In addition to the five publically-elected directors, three additional directors will be appointed by the water purveyors within the District pursuant to Section 71267 of the Water Code. After 2022, the Board of Directors will be composed of seven directors, as one of the elected positions will be eliminated through redistricting.

These Rules establish the procedures by which the water purveyors will appoint members to the three seats allocated to them.

**Section 1: Authorization and Application**

1.1 Section 71267(c)(1) of the Water Code provides as follows:

*The three directors appointed by the water purveyors shall be selected by the water purveyors every four years as follows:*

- (A) One director shall be selected by all large water purveyors from the nominees of large water purveyors. Each large water purveyor shall have one vote.*
- (B) One director shall be selected by all cities that are water purveyors of the district from the nominees of cities. Each city shall have one vote.*
- (C) One director shall be selected by all of the water purveyors of the district from any nominee. The vote of each purveyor shall be weighted to reflect the number of service connections of that water purveyor within the district.*

1.2 Section 71267(c)(2) of the Water Code provides as follows:

*The appointment of directors pursuant to paragraph (1) shall not result in any of the following:*

- (A) The appointment of three directors that are all employed by or representatives of entities that are all large water purveyors.*
- (B) The appointment of three directors that are all employed by or representatives of entities that are all cities.*

*(C) The appointment of three directors that are all employed by or representatives of entities that are all small water purveyors.*

## **Section 2: Definitions**

- 2.1 “District” or “CBMWD” means the Central Basin Municipal Water District.
- 2.2 “Purveyor Workshop” means a meeting called by CBMWD to which all Cities and Water Purveyors are invited following at least seven days’ notice.
- 2.3 “General Manager” means the General Manager of CBMWD.
- 2.4 “Water Purveyor” or “Purveyor” means an entity that operates a Public Water System. A list of all Water Purveyors is attached as Table A.
- 2.5 “Large Water Purveyor” means the operator of a Public Water System that is one of the top five purveyors of water as measured by the total number of acre-feet of potable and recycled water purchased from CBMWD during the three prior fiscal years. For the 2016/17 election, a list of Large Water Purveyors is attached as Table C.
- 2.6 “Small Water Purveyor” means the operator of a Public Water System with fewer than 5,000 Service Connections.
- 2.7 “Public Water System” means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year.
- 2.8 “Service Connections” means the number of active services last reported by the Water Purveyor on the Annual Report provided to the Division of Drinking Water of the California State Water Resources Control Board.
- 2.9 “Cities that are water purveyors” means a general law or charter city, any portion of which is within the boundaries of the District. A list of eligible cities is attached as Table B.

## **Section 3: Nomination and Selection of Appointed Directors**

- 3.1 Written notice of the opportunity to submit nominations for appointment to the CBMWD Board shall be sent by CBMWD to all entities eligible to vote no later than 95 calendar days prior to the date scheduled for appointment. The notice shall (1) inform each such entity of its right to nominate any number of eligible individuals for any office to be filled; and (2) inform each entity eligible to vote of the positions to be filled on the Board..
- 3.2 Nominations shall be made on nomination forms to be prepared by CBMWD, samples of which are to be disclosed and discussed at a Purveyor Workshop, the notice for which discloses such proposed action.



- 3.3 Nominations may be submitted at any time during the 60-day period defined by written notice by CBMWD, provided that the nomination period shall not begin earlier than 95 days before the date the seat is to be filled. Nominations shall be submitted on the form provided by CBMWD and shall be accompanied by the candidate's certification and statement of qualifications, which shall be limited to one page. Nominations received by CBMWD after the specified deadline will be deemed invalid.
- 3.4 Prior to appearing on a ballot, a nominee for appointment as a director shall certify in writing (i) that he or she does not hold elective office, (ii) that he or she does not hold more than 0.5 percent ownership in a company regulated by the California Public Utilities Commission, (iii) that he or she lives or works within the District, and (iv) that he or she has a minimum of five years' experience in one or more positions materially responsible for performing services relating to the management, operations, engineering, construction, financing, contracting, regulation or resource management of a Public Water System. For purposes of subsection ii above, a candidate shall be deemed to "work within the District" if he or she is primarily and directly responsible for the operation or management of one or more components of a Public Water System which component(s) are physically located within the boundaries of the District.
- 3.5 A form of mail ballot containing all qualifying mailed nominations for each category to be filled at the election, and including a copy of the candidates' certifications and statements of qualifications, shall be distributed by CBMWD by certified mail to each entity eligible to vote in that category no later than 30 days prior to the scheduled election. A separate ballot shall be provided for each office to be filled. An affidavit signed by the responsible CBMWD staff member stating that all eligible entities were sent a ballot shall be filed with the election information maintained by CBMWD. The mail ballot shall indicate that each eligible entity shall return the ballot as directed by the General Manager and that only those ballots physically received at the District's headquarters or postmarked on or prior to the close of business on the election date shall be considered valid and counted. Ballots received after the specified deadline will not be counted.
- 3.6 Seats shall be filled by tabulation of the separate written ballots submitted for each category in which a Water Purveyor is eligible to vote. All ballots shall remain sealed until opened and tallied by the General Manager at a Purveyor Workshop. The election results shall be certified by the General Manager and the results of the election shall be reported within 7 days of the election by posting the results on the CBMWD website.
- 3.7 In the event of a tie of successful candidates, a new ballot containing only the tied successful candidates shall be distributed by certified mail to each entity eligible to vote in the relevant category. The new ballot shall indicate that each entity eligible to vote shall return the completed ballot as directed by the General Manager, and only those ballots physically received at the District's headquarters or postmarked on or prior to the close of business on the date so designated shall be considered valid. The designated date shall be no earlier than 30 days and no later than 50 days from the date the ballot is mailed. In the event that there were only two original candidates, or if the second ballot also results in a tie, the successful candidate shall be chosen by a drawing conducted by the General Manager at a Purveyor Workshop.

- 3.8 If the selection of a director under these procedures would result in a violation of the restriction in Section 1.2 of these rules (Wat. C. §71267(c)(1)(C)), the first eligible candidate receiving the next highest number of votes shall be selected.
- 3.9 In order to ensure continuity of knowledge, the directors first appointed by the Purveyors, at the time they are seated, shall classify themselves by lot so that two of them shall hold office until the selection of their successors at the first succeeding purveyor selection and one of them shall hold office until the selection of his or her successor at the second succeeding purveyor selection. The first succeeding purveyor selection shall be scheduled to coincide with the term of office of the next directors to be publically elected, and the second succeeding purveyor selection shall be scheduled for two years thereafter. An appointed director may not serve more than one consecutive term of office, whether or not his or her initial term is for two years or four years.
- 3.10 The above deadlines shall apply in the original nomination and selection process, where the normal expiration of the term of office occurs, and when it is necessary to fill a position following a vacancy, including a vacancy occurring as a result of the application of Wat. C. § 71267(f); where there is a term of office remaining, nominations for the balance of the term shall be valid if received by the District within 60 days of notice by CBMWD, and ballots shall be timely submitted within 30 days of the close of the nominations period, unless all Purveyors submit nominations or affirmatively decline to make a nomination within a shorter period of time.
- 3.11 Ballots are public information and shall be treated as public records within the meaning of Government Code §§ 6250 et seq.

## Table A - Water Purveyor Service Connections

Water Purveyor	Potable Water Service Connections
Bell Gardens, City of	1,634
Bellflower Home Garden Water Company	342
Bellflower, City of	1,824
Bellflower-Somerset Mutual Water Company	6,922
California Water Service Company	26,790
Cerritos, City of	15,752
Commerce, City of	1,206
Compton, City of <sup>2</sup> (Portions)	1,300
Downey, City of	23,249
Golden State Water Company	40,373
Huntington Park, City of	5,633
La Habra Heights County Water District	1,987
Lakewood, City of	20,340
Liberty Utilities (formerly Park Water Company)	27,836
Lynwood Park Mutual Water Company <sup>1</sup>	453
Lynwood, City of	9,069
Maywood Mutual Water Company No. 1	1,171
Maywood Mutual Water Company No. 2	1,925
Maywood Mutual Water Company No. 3	2,005
Montebello Land & Water Company	3,886
Montebello, City of	1,623
Norwalk, City of	5,367
Orchard Dale Water District	4,252
Paramount, City of	7,378
Pico Rivera, City	9,675
Pico Water District	5,311
Rancho Los Amigos Golf Course	1
San Gabriel Valley Water Company	8,741
Santa Fe Springs, City of	6,238
Satwa L.A. County Water District	1,672
Signal Hill, City of	2,995
South Gate, City of	14,179
South Montebello Irrigation District	2,313
Suburban Water Systems - Whittier/La Mirada	33,619
Tract 180 Mutual Water Company	1,148
Tract 349 Mutual Water Company	905
Vernon, City of	1,034
Walnut Park Mutual Water Company	2,831
Whittier, City of	11,453
Total	314,432

\*Service connections confirmed by respective retail agency unless otherwise noted

1-Service connections as listed by the SWRCB Division of Drinking Water

2-Service connections estimated based on service area type

Updated as of 11/29/2016

## **Table B - Cities that are Water Purveyors within the Central Basin MWD Service Area**

Bell Gardens  
Bellflower  
Cerritos  
Commerce  
Compton (portions of)  
Downey  
Huntington Park  
Lakewood  
Lynwood  
Montebello  
Norwalk  
Paramount  
Pico Rivera  
Santa Fe Springs  
Signal Hill  
South Gate  
Vernon  
Whittier

**Table C - Large Water Purveyors (Acre-Feet)**

	Agency	3-Yr AVG*
1	California Water Service**	8,050
2	Liberty Utilities	7,061
3	Golden State Water Company	5,958
4	City of Santa Fe Springs	3,890
5	City of Vernon	1,654
6	City of Huntington Park	1,368
7	City of Montebello	1,096
8	City of Paramount	920
9	City of Downey	738
10	City of Cerritos	731
11	City of Norwalk	356
12	City of Signal Hill	331
13	City of Lynwood	270
14	LA County Rancho Los Amigos	232
15	City of Bell Gardens	204
16	City of South Gate	202
17	La Habra Heights County Water District	175
18	Bellflower-Somerset Mutual Water Company	131
19	San Gabriel Valley Water Company	131
20	Maywood Mutual Water Company No. 1	120
21	City of Pico Rivera	88
22	City of Whittier	77
23	Suburban Water Systems	54
24	Pico Water District	37
25	Maywood Mutual Water Company No. 2	25
26	City of Bellflower	13
27	City of Cudahy	6
28	Orchard Dale Water District	3

	Agency	3-Yr Total*
1	California Water Service**	24,151
2	Liberty Utilities	21,182
3	Golden State Water Company	17,875
4	City of Santa Fe Springs	11,669
5	City of Vernon	4,963
6	City of Huntington Park	4,104
7	City of Montebello	3,289
8	City of Paramount	2,760
9	City of Downey	2,215
10	City of Cerritos	2,193
11	City of Norwalk	1,069
12	City of Signal Hill	993
13	City of Lynwood	811
14	LA County Rancho Los Amigos	695
15	City of Bell Gardens	612
16	City of South Gate	606
17	La Habra Heights County Water District	525
18	Bellflower-Somerset Mutual Water Company	394
19	San Gabriel Valley Water Company	392
20	Maywood Mutual Water Company No. 1	361
21	City of Pico Rivera	263
22	City of Whittier	230
23	Suburban Water Systems	163
24	Pico Water District	111
25	Maywood Mutual Water Company No. 2	76
26	City of Bellflower	38
27	City of Cudahy	18
28	Orchard Dale Water District	8

\*Based on fiscal years 2013-14, 2014-15, 2015-16

\*\*Water production includes both East Los Angeles and Cammerce

## ATTACHMENT “C”



**Central Basin**  
Municipal Water District

## **Appointed Director's Nomination and Ballot Schedule**

- ***FedEx Nomination Ballots***

- District will mail ballots on January 3, 2017 and will be delivered to the Purveyor on January 4, 2017
- Signature will be required
- A return pre-paid FedEx Envelope will be included, and is due back to the District by January 24, 2017
  - Must call FedEx to schedule a pick-up or drop off envelope in designated FedEx Location
  - Call 1-800-463-3339 and follow automated instructions

- ***Opening Nomination Ballots***

- Ballots will be opened at the Purveyor Workshop on January 25, 2017

- ***Voting Ballots***

- District will mail ballots on January 30, 2017 and will be delivered to the Purveyor on January 31, 2017
- Signature will be required
- A return pre-paid FedEx Envelope will be included, and is due back to the District by February 21, 2017
  - Must call FedEx to schedule a pick-up or drop off envelope in designated FedEx Location
  - Call 1-800-463-3339 and follow automated instructions

- ***Results***

- Results will be opened at the February 22, 2017 Special Purveyor Workshop

- ***Appointed Directors will be installed by March 3, 2017***

## ATTACHMENT “D”





## MEMORANDUM

**To:** Water Purveyors Within the Central Basin Municipal Water District

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**From:** Kevin P. Hunt, P.E., General Manager

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**CC:**

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**Date:** November 29, 2016

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**Subject:** Nomination of Directors to Represent the Water Purveyors

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Effective January 1, 2017, Assembly Bill 1794 directs me to implement a process to seat three representatives of water purveyors on the Board of Directors of Central Basin Municipal Water District.

One is to be selected by the five largest purveyors, one is to be selected by the cities which are purveyors, and one is to be selected by all purveyors within the District in accordance with the terms of the law, a copy of which is enclosed for your information and reference.

Through monthly meetings held at the District headquarters, I have held open discussions with representatives and solicited input regarding this implementation. Having received your valuable input, I am now prepared to implement the selection process.

Enclosed is a form prepared for your use in making nominations. This form should be signed by the individual who is authorized by your entity to make the nominations and who will be authorized to vote on the nominations submitted. **If you chose to not make any nominations, please indicate that decision by placing an "x" by that statement at the top of the form, complete the bottom portion of the form, sign and date the form and return it to our office as soon as possible.**

You are entitled to make a nomination for each category of purveyors for which you are eligible to vote. But you are not required to make a nomination for each category. If the person who will be authorized to vote will be different from the person signing the nomination form, please provide a note on the form indicating who will be authorized to vote on behalf of your entity.

The nominee must not be in an elected office and must have a minimum of five previous years in one or more positions materially responsible for performing services relating to the management, operations, engineering, construction, financing, contracting, regulation, or resource management of a public water system. The nominee must not hold more than 0.5 percent ownership in a company regulated by the Public Utilities Commission.

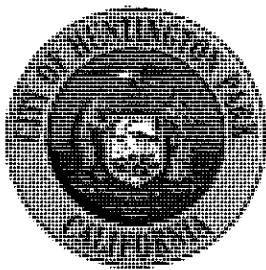
It is important that you complete and return the nomination form at your earliest convenience. **Although the legislation provides for a 60 day nomination period, as soon as I receive ALL nomination forms (not later than 60 days from today's date), I will prepare and send out the ballots; the earlier I receive ALL nomination forms back from the purveyors, the earlier the ballots can be provided and the directors selected and sworn in.**

In the selection of a director to represent the large water purveyors, each purveyor will have one vote.

In the selection of a director to represent cities who are purveyors, each such city will have one vote.

In the selection of a director to represent all purveyors, the vote of each purveyor shall be weighted to reflect the number of service connections the purveyor has within the District.

Although the legislation provides for a 60 day nomination period, I strongly urge you to return the completed nomination form **as soon as possible**. Upon my receipt of ALL nomination forms, I will prepare and provide the ballots. Votes for the directors and the ballots cast will be public records.



## CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

December 20, 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 ACCEPTANCE AND THE EXECUTION OF AN AGREEMENT WITH CALTRANS FOR THE SAFE ROUTES TO SCHOOL (SR2S) MIDDLETON STREET ELEMENTARY SCHOOL PROJECT**

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

1. Adopt Resolution No. 2016-54, Authorizing the Acceptance of the Safe Routes to School (SR2S) Middleton Street Elementary School Project;
2. Authorize the City Manager to execute the agreement and to direct staff to proceed with the project's implementation; and
3. Authorize the Finance Director to facilitate the necessary actions and adjustments to the City Budget as required.

#### **BACKGROUND**

In May 2011, the Los Angeles County Department of Public Health PLACE (Policies for Livable, Active Communities and Environments) Program announced that the City of Huntington Park was one of five cities that would be the recipient of the Healthy Policies Initiatives (HPI) Grant. The goal of the Healthy Policies Initiative is to collaborate with cities, such as Huntington Park, with high rates of childhood obesity to improve their physical activity and food environments through policy and environmental change. SR2S plan would encourage students to walk and bike to school safely which may decrease traffic around schools as well as increase physical activity.

Based upon the need for better routes, as well as support from school administration, Middleton Elementary School and Middleton Primary Center were selected as the focus schools for the plan.

Following the selection of the focus schools, September 2011, a Safe Routes to School workshop was held at Middleton Primary Center. The workshop was facilitated by Ryan Snyder, a nationally-certified SR2S instructor. Ryan Snyder has extensive experience

**RESOLUTION AUTHORIZING THE ACCEPTANCE AND THE EXECUTION OF AN AGREEMENT WITH CALTRANS FOR THE SAFE ROUTES TO SCHOOL (SR2S) MIDDLETON STREET ELEMENTARY SCHOOL PROJECT**

December 20, 2016

Page 2 of 3

preparing SR2S Plans and grant applications. The workshop attendees included City staff, County staff, school administration staff, and parents.

The City of Huntington Park submitted an application to the Cycle 10 Caltrans Local Assistance Safe Routes to School Program and was awarded a \$223,000 grant for the Middleton Street Elementary School Project with a local match of \$25,000.

The proposed project locations are within two blocks of Middleton Street Elementary School and include improvements at the intersections of Gage Avenue at Santa Fe, Gage Avenue at Middleton Street, Gage Avenue at Malabar Street, and Zoe at Santa Fe Avenue.

The Project will consist of new ADA ramps, advanced yield and stop markings, countdown pedestrian signals, updated pedestrian signs, rapid-flashing beacons, repainting exiting pavement markings, removal of nonfunctional in road lights, and ladder style crosswalks. Funding for ongoing education programs such as classroom training for bicycle and pedestrian safety, safety rodeos by local Police, walking day education and activities, and crossing guard training is also included.

**FISCAL IMPACT/FINANCING**

The \$248,000 funding grant for the Safe Routes to School (SR2S) Middleton Street Elementary School Project is currently budgeted for FY 16-17 in account 222-4010-431.73-10. This item was budgeted and appropriated at budget adoption for FY 16-17.

**LEGAL AND PROGRAM REQUIREMENTS**

As mentioned above, this project consists of the design and installation of a series of enhancements to Middleton Elementary School vicinity. Improvements may aid the development of the overall operations, efficiency; safety, and convenience of routes to school.

**CONCLUSION**

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

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager

**RESOLUTION AUTHORIZING THE ACCEPTANCE AND THE EXECUTION OF AN  
AGREEMENT WITH CALTRANS FOR THE SAFE ROUTES TO SCHOOL (SR2S)  
MIDDLETON STREET ELEMENTARY SCHOOL PROJECT**

December 20, 2016

Page 3 of 3



Daniel Hernandez  
Public Works Director



Michael J. Ackerman, PE  
City Engineer

**ATTACHMENT(S)**

- A. Resolution No. 2016-54, Authorizing the Acceptance and Execution of the Agreement for the Safe Routes to School (SR2S) Middleton Street Elementary School Project.

## ATTACHMENT "A"

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**WHEREAS**, the City of Huntington Park is eligible to apply and receive safe routes to school funding;

**WHEREAS**, the City of Huntington Park requires a local match of \$25,000 for a total project cost of \$248,000; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AS FOLLOWS:**

**SECTION 2.** The City Manager of the City of Huntington Park is authorized to accept the Safe Routes to School grant awarded to the City by Caltrans.

**SECTION 4.** The appropriate officials and staff of the City are hereby authorized and directed to deliver and implement the project and submit the required paperwork to Caltrans for reimbursement.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

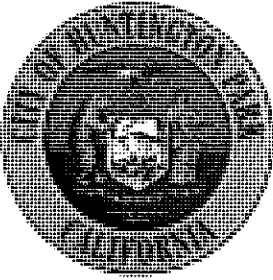
**PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of December 2016.

Graciela Ortiz, Mayor

ATTEST:

Donna G. Schwartz, CMC  
City Clerk





## **CITY OF HUNTINGTON PARK**

Public Works Department  
City Council Agenda Report

December 20, 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 LIST OF VEHICLES AS SURPLUS AND AUTHORIZATION TO DISPOSE OF SAID VEHICLES**

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

1. Approve the attached list of vehicles as surplus; and
2. Authorize Public Works Department to sell via auction.

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

The Public Works Department is presenting a list of proposed surplus vehicles to designate as surplus and to be sold or auctioned-off. The City strives to maintain a cost-effective vehicle and equipment fleet.

City staff periodically evaluates the cost-effectiveness of its vehicle fleet to determine if any should transition from active daily use to surplus status. The City-owned vehicles and equipment listed have exceeded the programmed life expectancy and are no longer cost efficient to operate or repair costs exceed its salvage value per the City's Vehicle Replacement Policy.

Attached is the list of these vehicles that are no longer dependable or cost-effective for daily use, meet the age and/or mileage requirements of the City's Vehicle Replacement Policy, and should be designated as surplus and sold through auction. Staff recommends that the vehicles delineated on the attached surplus list be disposed of by way of auction.

# **APPROVE LIST OF VEHICLES AS SURPLUS AND AUTHORIZATION TO SELL VIA AUCTION**

December 20, 2016

Page 2 of 2

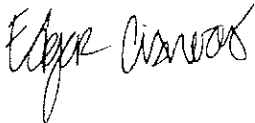
## **FISCAL IMPACT**

The proceeds received from the auction will be allocated to the vehicle and equipment replacement account or returned to the funding sources from which the original purchases were secured, if required, per the City's Vehicle Replacement Policy.

## **CONCLUSION**

Upon City Council approval, staff will process the proper documentation to sell or auction the surplus vehicles and report the result of the sales at a future City Council meeting.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Director of Public Works

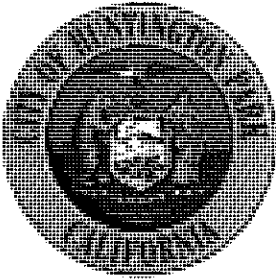
## **ATTACHMENT(S)**

A. List of Proposed Surplus Vehicles

## ATTACHMENT "A"

## List of Proposed Surplus Vehicles

UNIT	YEAR	DESCRIPTION	IDENTIFICATION	MILEAGE	RATIONALE / CONDITION
212	2000	Cushman	6075549	25,446	Parts Obsolete
144	2002	Chevy Astro Van	1GNDM19X02B102179	153,598	Vehicle Replaced
193	2002	Chevy Cavalier	3G1JC52472S171003	33,516	Vehicle Replaced
140	2003	Chevy Trail Blazer	1GNEB16S036133901	123,063	Excess Mileage
138	2004	Ford Exp. Sport Trac	1FMZU67K14UB99348	94,951	Vehicle Replaced
905	2007	Ford Crown Victoria	2FAHP71W87X106805	N/A	Total loss (Fire)
951	2007	Ford Crown Victoria	2FAFP71W17X123292	87,329	Vehicle Replaced
916	2011	Ford Crown Victoria	2FABP7BV0BX106805	N/A	Total loss (Traffic Collision)
964	2014	Ford Fusion	3FA6POLU1ER259775	N/A	Total loss (Traffic Collision)
887	2015	Fire Fly ESV	1G9B00358D1429019	N/A	Inoperable
888	2015	Fire Fly ESV	1G9800356D1429018	N/A	Inoperable
978	2008	Chevy C5500	1GBE5V1G38F407159	N/A	Inoperable
369	2008	Chevy C5500	1GBE5V1GX8F410270	N/A	Inoperable



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

December 20, 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:

## **ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ASSIST IN THE REFINANCING OF CASA RITA APARTMENTS, LOCATED AT 6508 RITA AVENUE**

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

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2016-55, Approving the Issuance of the Multifamily Revenue Bonds by the California Municipal Finance Authority for the Purpose of Financing the Acquisition and Rehabilitations of a Multifamily Rental Housing Facility known as Casa Rita Apartments, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500.

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

Century Affordable Development, Inc. ("Borrower"), requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$20,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used for the acquisition and rehabilitation of a multifamily rental housing development commonly known as Casa Rita Apartments located at 6508 Rita Avenue in the City of Huntington Park, California (the "Project"), to be owned by the Borrower and to be operated initially by The John Stewart Company or another entity selected by the Borrower.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Huntington Park must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the

**ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE  
AUTHORITY TO ASSIST IN THE REFINANCING OF CASA RITA APARTMENTS,  
LOCATED AT 6508 RITA AVENUE**

December 20, 2016

Page 2 of 3

TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

**CALIFORNIA MUNICIPAL FINANCE AUTHORITY:**

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 250 municipalities, including the City of Huntington Park, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA’s representatives and its Board of Directors have considerable experience in bond financings.

**FISCAL IMPACT/FINANCING**

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the “Foundation”), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Huntington Park, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

**CONCLUSION**

In light of the foregoing, and in order to support affordable housing, staff recommends that the City conduct the TEFRA Hearing and adopt the resolution in favor of the issuance of the Bonds by the CMFA.

**ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE  
AUTHORITY TO ASSIST IN THE REFINANCING OF CASA RITA APARTMENTS,  
LOCATED AT 6508 RITA AVENUE**

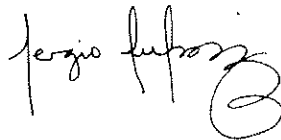
December 20, 2016

Page 3 of 3

Respectfully submitted,



**EDGAR P. CISNEROS**  
City Manager



**Sergio Infanzon**  
Community Development Director

**ATTACHMENT(S)**

- A. Resolution No. 2016-55, Approving the Issuance of the Multifamily Revenue Bonds by the California Municipal Finance Authority for the Purpose of Financing the Acquisition and Rehabilitations of a Multifamily Rental Housing Facility known as Casa Rita Apartments.

## ATTACHMENT "A"



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**RESOLUTION NO. 2016 - 55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK APPROVING THE ISSUANCE  
OF MULTIFAMILY HOUSING REVENUE BONDS BY THE  
CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR  
THE PURPOSE OF FINANCING THE ACQUISITION AND  
REHABILITATION OF A MULTIFAMILY RENTAL  
HOUSING FACILITY KNOWN AS CASA RITA  
APARTMENTS**

**WHEREAS**, pursuant Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement, effective on January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes, or other evidences of indebtedness; and

**WHEREAS**, the City of Huntington Park (the "City") is a member of the Authority; and

**WHEREAS**, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the acquisition and rehabilitation of multifamily rental housing projects; and

**WHEREAS**, Century Affordable Development, Inc. ("Century") has requested that the Authority issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$20,000,000 (the "Bonds"), and lend the proceeds of the Bonds to a California limited partnership or another entity to be formed by Century (the "Borrower") for the purpose of financing the costs of the acquisition and rehabilitation of a 103 unit multifamily residential rental facility located at 6508 Rita Avenue in the City, currently identified as Casa Rita Apartments (the "Project"), to be owned by the Borrower and to be operated initially by The John Stewart Company or another entity selected by the Borrower; and

**WHEREAS**, in order for the interest on Bonds to be tax-exempt, section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that an "applicable elected representative" of the governmental unit, the geographic jurisdiction of which contains the site of Project to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and

**WHEREAS**, the Authority has determined that the City Council of the City (the "City Council") is an "applicable elected representative" for purposes of holding such hearing; and

**WHEREAS**, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirements of section 147(f) of the Code and the requirements of Section 4 of the Agreement; and

1       **WHEREAS**, notice of such public hearing has been duly given as required by  
2 the Code and the City Council has heretofore held such public hearing at which all  
3 interested persons were given an opportunity to be heard on all matters relative to  
4 the financing of the Project and the Authority's issuance of the Bonds therefore, and  
5 the City Council now desires to approve the issuance of the Bonds by the Authority.

6       **NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
7 HUNTINGTON PARK AS FOLLOWS:**

8       **SECTION 1.** The above recitals are true and correct.

9       **SECTION 2.** The City Council hereby approves the issuance of the Bonds by  
10 the Authority for the purpose of providing funds to make a loan to the Borrower to  
11 enable the Borrower to finance costs of the Project. It is the purpose and intent of  
12 the City Council that this Resolution constitute approval of the issuance of the  
13 Bonds by the Authority for the purposes of: (a) section 147(f) of the Code, by the  
14 applicable elected representative of the governmental unit having jurisdiction over  
15 the area in which the Project is located, in accordance with said section 147(f), and  
16 (b) Section 4 of the Agreement.

17       **SECTION 3.** The issuance of the Bonds shall be subject to approval of the  
18 Authority of all financing documents relating thereto to which the Authority is a party.  
19 The City shall have no responsibility or liability whatsoever with respect to  
20 repayment or administration of the Bonds.

21       **SECTION 4.** The adoption of this Resolution shall not obligate the City or  
22 any department thereof to (a) provide any financing to acquire or rehabilitate the  
23 Project; (b) approve any application or request for or take any other action in  
24 connection with any planning approval, permit or other action necessary for the  
25 acquisition, rehabilitation or operation of the Project; (c) make any contribution or  
26 advance any funds whatsoever to the Authority; or (d) take any further action with  
27 respect to the Authority or its membership therein.

28       **SECTION 5.** The City Manager, City Clerk and all other officers and officials  
of the City are hereby authorized and directed to do any and all things and to  
execute and deliver any and all agreements, documents and certificates which they  
deem necessary or advisable in order to carry out, give effect to and comply with the  
terms and intent of this Resolution and the financing transaction approved hereby.

**SECTION 6.** The City Clerk is hereby directed to forward a certified copy of  
this Resolution to the bond counsel for the Bonds, addressed as follows:

Paul J. Thimmig, Esq.  
Quint & Thimmig LLP  
900 Larkspur Landing Circle, Suite 270  
Larkspur, CA 94939-1726

**SECTION 7.** The City Clerk is shall certify to the adoption of this Resolution,  
which shall be effective upon its adoption.

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**SECTION 8.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 20<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Graciela Ortiz  
Mayor

ATTEST:

\_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk