

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, January 19, 2021

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

Manuel “Manny” Avila
Mayor

Graciela Ortiz
Vice Mayor

Karina Macias
Council Member

Marilyn Sanabria
Council Member

Eduardo “Eddie” Martinez
Council Member



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

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

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC 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

Certain provisions of the Brown Act are temporarily waived pursuant to Governor Newsom's Executive Order N-25-20 and N-29-20.

In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at www.hPCA.gov.

PUBLIC COMMENT – If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hPCA.gov or by telephone, by calling (323) 584-6230, up until one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record.

The City of Huntington Park thanks you in advance for your cooperation.

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

Mayor Manuel "Manny" Avila
Vice Mayor Graciela Ortiz
Council Member Karina Macias
Council Member Marilyn Sanabria
Council Member Eduardo "Eddie" Martinez

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S) – No Presentations

PUBLIC COMMENT

Pursuant to the Governor's Executive Orders, any emailed public comment will be read into the record at this time.

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION –

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2) – One Matter
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One matter involving the threat of litigation by Los Angeles County Fire

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(1)(d)
Name of case: Humberto Lozano (deceased) v City of Huntington Park
Claim No. 16-126100

4. California Government Code Section 54957.6 to meet in conference with
City's designated labor representatives:
City's Representatives: Ricardo Reyes, City Manager; Adrianna E.
Guzman, Liebert Cassidy Whitmore
Employee Organizations: Huntington Park General Employees'
Association (GEA); Huntington Park Police Officers' Association (POA);
and Huntington Park Police Management Association (PMA)

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 January 5, 2021

FINANCE

2. **Approve Accounts Payable and Payroll Warrant(s) dated January 19, 2021**

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. **CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE EXECUTION OF PROPOSITION 68 GROUNDWATER ANNUAL OPERATION AND MAINTENANCE GRANT AGREEMENT NO. SWRCB0000000000D2012542**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2021-03;
 2. Approve amending the FY 2020-2021 budget to add estimated revenues in the amount of \$50,000 to account number 681-0000.335.70-10 Proposition 68 Groundwater Grant in the Water Enterprise Fund; and
 3. Authorize the City Manager to sign the Proposition 68 Groundwater Annual Operation and Maintenance Grant Agreement No. SWRCB00000000000D2012542.
- 4. CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE EXECUTION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION LOCAL ROADWAY SAFETY PLAN PROGRAM SUPPLEMENT NO. V77**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2021-04; and
2. Authorize the City Manager to sign the State of California Department of Transportation Program Supplement No. V77 to Administering Agency-State Agreement for State Funded Projects No. 00480S.

COMMUNITY DEVELOPMENT

- 5. CONSIDERATION OF A RESOLUTION OF THE CITY OF HUNTINGTON PARK AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2020-59 authorizing application for, and receipt of, local government planning support grant program funds;
- 6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING THE PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN THE CITY OF HUNTINGTON PARK AND RASA, LP TRANSFERRING TITLE OF PARKING STRUCTURE PROPERTY LOCATED AT 6512 RUBY AVENUE TO THE CITY OF HUNTINGTON PARK AND THE RECONVEYANCE OF TUCK-UNDER PARKING EASEMENT TO RASA, LP**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2021-02 approving a resolution of the City Council of the City of Huntington Park approving the property Exchange Agreement by and between the City of Huntington Park and RASA, LP transferring title of parking structure property located at 6512 Rugby Avenue to the City of Huntington Park and the reconveyance of tuck-under parking easement to RASA, LP; and

2. Authorize the City Manager to execute the Exchange Agreement

POLICE

7. **CONSIDERATION TO RENEW AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES AND ACCEPT INCREASE IN COST**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider renewal of the crossing guard services agreement; and
2. Determine the length of time of the agreement; and
3. Authorize the City Manager to finalize and execute the agreement.

END OF REGULAR AGENDA

PUBLIC HEARING

ADMINISTRATION

8. **PUBLIC HEARING ON THE FISCAL YEAR 2019/2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing to receive any comments; and
2. Close the public hearing; and
3. Adopt the Fiscal Year 2019/2020 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize the City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD).

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Eduardo “Eddie” Martinez

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Graciela Ortiz

Mayor Manuel “Manny” Avila

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, February 2, 2021 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 15th Day of January 2021.



Sergio Infanzon, Acting City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday, January 5, 2021

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The Rules of Decorum were played prior to the start of the Regular Meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:03 p.m. on Tuesday, January 5, 2021, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

PRESENT: Council Member(s): Eduardo "Eddie" Martinez, Marilyn Sanabria, Karina Macias, Vice Mayor Graciela Ortiz, and Mayor Manuel "Manny" Avila.

CITY OFFICIALS/STAFF: Raul Alvarez, Assistant City Manager; Araceli Almazan, City Attorney; Sergio Infanzon, Director of Community Development/Acting City Clerk; Cesar Roldan, Director of Public Works; Cosme Lozano, Chief of Police; **ABSENT:** Cynthia Norzagaray, Director of Parks & Recreation; Ricardo Reyes, City Manager; Nita McKay, Director of Finance & Administrative Services

INVOCATION

Invocation was led by Council Member Macias.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Ortiz.

PRESENTATIONS

No Presentations

PUBLIC COMMENT

1. Mr. Eman Khoubian, submitted a letter in support of reducing the Lieu parking fee considered by the City Council during the meeting
2. Business Owner Zacil Pech, located at 7127 Pacific Blvd. asked council for a waiver of the in-lieu parking fees for their business application process.
3. John Longoria thanked the City Council Members for getting the Lieu parking fee issues on the agenda and asked for the measure to pass.
4. Maria Vazquez, asked the City Council to support reducing the in-lieu parking fee considered by the City Council during the meeting.

STAFF RESPONSE

No staff response

CLOSED SESSION

At 6:12 p.m. Mayor "Manny" Avila, recessed to closed session.

City Attorney Araceli Almazan, asked the City to recess into closed session to discuss the 4 matters listed under the closed session portion of the agenda.

1. CONFERENCE WTH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Lisner v. City of Huntington Park, et al
Case Number 5:19-cv-02009-VAP-SP
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One matter involving the threat of litigation by Los Angeles County Fire
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Aragon, et al. v City of Huntington Park, et al.
LA Superior Court Case No. 20STCV33933
4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8 One matter:
Property: APN # 6322-003-028 Huntington Park, CA 90255
Agency Negotiators: Ricardo Reyes and Sergio Infanzon
Negotiating Parties: City of Huntington Park and RASA, L.P.
Under Negotiation: Price and Terms

At 7:09 p.m. Mayor Avila reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Glasman announced that all five members of the City Council were present and briefed on closed session. Item 1, 1) No action taken, nothing further to report. Item 2, 1) Direction was provided, no action taken, nothing further to report. Item 3, 1) City Council authorized the defense of all named defendants in the action. Item 4, 1) No action taken, nothing further to report.

CONSENT CALENDAR

Motion: Council Member Sanabria, moved to approve the consent calendar from the January 5, 2021, Regular Meeting, seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held December 15, 2020

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated January 5, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL OF WASTE MANAGEMENT'S FINAL INVOICE FOR SOIL REMOVAL AS PART OF THE PRE-CONSTRUCTION PHASE OF AN AQUATIC CENTER AND RELATED AMENITIES AT SALT LAKE PARK

Assistant City Manager Raul Alvarez announced the item and introduced Director Cesar Roldan to present the item.

Motion: Council Member Sanabria, moved to approve final payment of a not-to-exceed amount of \$320,511.10 to Waste Management from account number 111-6010-451.76-05 for soil removal as part of the pre-construction phase of an Aquatic Center and related amenities at Salt Lake Park, and approve a budget appropriation in the amount of \$320,511.10 from the General Fund fund balance to account number 111-6010-451.76-05 Aquatics Center Capital Project, and authorize staff to process final payment for services rendered, seconded by Vice Mayor Ortiz, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

COMMUNITY DEVELOPMENT

4. CONSIDERATION OF A RESOLUTION ADOPTING THE DOWNTOWN HUNTINGTON PARKING SPECIFIC PLAN (DTSP) TEMPORARY IN-LIEU PARKING FEE REDUCTION

Assistant City Manager Raul Alvarez announced the item and introduced Director Sergio Infanzon to present the item.

Motion: Vice Mayor Ortiz, moved to adopt Resolution No. 2020-58 approving a temporary reduction of the in-lieu parking fee for a period of two (2) years for restaurant uses within the Downtown Huntington Park Specific Plan Area (DTSP) and requested for a Point of Sale System to be added to the resolution as part of the requirements for the restaurants to obtain approval for the reduction of the in-lieu fees, seconded by Council Member Martinez, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

ADMINISTRATION

5. CONSIDERATION AND APPROVAL OF THIRD AMENDMENT TO PRIME STRATEGIES LLC PROFESSIONAL SERVICES AGREEMENT

Assistant City Manager Raul Alvarez announced the item.

Motion: Vice Mayor Ortiz moved to approve the Third Amendment to Prime Strategies LLC Professional Services' Agreement, and authorize the City Manager to execute the Third Amendment to the Professional Services Agreement, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS –

1. Community Development reported that the Red Cross through the Emergency Preparedness program is offering a Personal Protective Equipment (PPE) Kit to the public.
2. Chief Lozano presented a plaque to Sergeant Gabriel Alpizar for 21 years of service to the City of Huntington Park and thanked him for his dedication and service to the residents of the City.

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Martinez thanked the staff for making sure the council meeting was conducted safely and his colleagues for having a productive meeting. He also asked everyone to stay home and take care of themselves.

Council Member Sanabria wished everyone a Happy New Year and an early happy birthday to Vice Mayor Ortiz.

Council Member Macias thanked staff and wished everyone a Happy New Year 2021 and wished Vice Mayor Ortiz an early Happy Birthday!

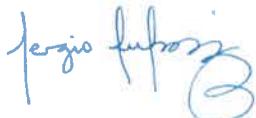
Vice Mayor Ortiz thanked her colleagues for the birthday wishes and also wished everyone a Happy New Year. Vice Mayor Ortiz thanked Sergeant Alpizar for his years of service to the residents of the City. She announced that besides having a covid testing site at Perez Park in partnership with the LA County, Los Angeles Unified School District (LAUSD) also has covid testing sites, therefore if you have a child attending an LAUSD school or if you work for the district, you can get a test at their testing sites, just google LAUSD COVID TESTING and register. Gage Middle School is the closest testing site. She also reminded everyone to stay home as much as possible and thanked all the employees for coming to work every day and provide the necessary services to the residents.

Mayor Avila wished everyone a Happy New Year. He stated that 2020 was a unique year for different reasons and hoped 2021 is a better year.

ADJOURNMENT

Mayor Avila adjourned meeting, to a regular meeting on Tuesday, January 19, 2021 at 7:27 P.M.

Respectfully submitted,



Sergio Infanzon
Acting City Clerk

ITEM NO. 2

City of Huntington Park
List of Funds

Fund	Description
111	General Fund
121	Special Revenue Welfare Inmate
122	Prevention Intervention
152	Greenway Linear Park Project
210	Measure M
216	Employees Retirement Fund
217	OPEB
219	Sales Tax - Transit Proposition A
220	Sales Tax - Transit Proposition C
221	State Gasoline Tax Fund
222	Measure R
224	Office of Traffic & Safety
225	Cal Cops Fund
226	Air Quality Improvement Trust
227	Office of Criminal Justice
228	Bureau of Justice Fund
229	Police Forfeiture Fund
231	Parking System Fund
232	Art in Public Places Fund
233	Bullet Proof Vest Grant
239	Federal Community Development Block Grant
242	HUD Home Program
275	Successor Agency
283	Sewer Maintenance Fund
285	Solid Waste Management Fund
287	Solid Waste Recycle Grant
334	Ped/Bike Path Fund
475	Public Financng Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund

CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 1-19-2021

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ALADDIN LOCK & KEY SERVICE	30379	111-8020-431.43-10	KEY FOR CAM CYLINDER LOCK	15.00
ALEJANDRA MAGANA	HP020015095	111-00000-351.10-10	PARKING CITATION REFUND	\$15.00
ALVAREZ-GLASMAN & COLVIN	2020-10-19616	745-9031-413.32-70	CLERK'S LEGAL SRVCS 10/2020	145.00
ALVARO ENCARNACION	000000003	111-8010-431.61-21	PW EXPENSE REIMBURSEMENT	\$145.00
	000000007	111-8010-431.61-21	PW EXPENSE REIMBURSEMENT	540.00
AMERICAN EAGLE PROTECTIVE SERVICES	390	111-6020-451.56-41	TOY DRIVE SECURITY	\$727.00
AMERICAN EXPRESS	NT_IKTUPXMU	111-0210-413.56-41	ADMIN MONTHLY SUBSCRIPTION	2,464.00
	TH62ARVO654	111-6010-451.56-41	P&R ACTIVE NET TEST	24.95
	TH62DM3C880	111-6010-451.56-41	P&R ACTIVE NET TEST	1.00
	0322600522357	111-6010-466.55-55	FOOD DISTRIBUTION SUPPLIES	1.00
	0000679	111-6020-451.61-35	P&R HALLOWEEN SUPPLIES	49.50
	000246691	111-6020-451.61-35	P&R HALLOWEEN SUPPLIES	84.20
	030030027497	111-6020-451.61-35	P&R HALLOWEEN SUPPLIES	21.98
	03030038227	111-6020-451.61-35	P&R HALLOWEEN SUPPLIES	20.00
	03030038268	111-6020-451.61-35	P&R HALLOWEEN SUPPLIES	25.00
	8496609	111-6020-451.61-35	P&R HALLOWEEN SUPPLIES	50.00
	889043	111-6020-451.61-35	P&R HALLOWEEN SUPPLIES	65.67
P3138056186	111-6065-451.57-46	P&R HALLOWEEN ADVERTISMT	10.99	
000012215	111-6065-451.57-46	LA COUNTY SPONSORSHIP PRG	9.67	
000030193	111-6065-451.57-46	LA COUNTY SPONSORSHIP PRG	200.00	
9999999032530011	111-6065-451.57-46	LA COUNTY SPONSORSHIP PRG	20.00	
999999932530011	111-7010-421.59-20	PD PRIMAL RESPONSE TRAIN	180.00	
10051776982	111-7010-421.59-20	PD PRIMAL RESPONSE TRAIN	450.00	
10052117389	111-7010-421.59-20	PD TRAINING	40.00	
10052417061	111-7010-421.59-20	PD TRAINING	40.00	
308IAOP2GHJMPH	111-7010-421.59-20	LA COUNTY TRAINING CENTER	1,200.00	
NT_IS26EUOI	111-7010-421.59-20	PD TRAINING	125.00	
312142728	111-7010-421.61-20	PD ADOBE SUBSCRIPTION	14.99	
11/28/2020	111-9010-419.33-10	LATE FEE	39.00	
3GBDBAF0MXV	111-9010-490.61-60	PD COVID-19 SUPPLIES	198.44	
82440517-122	111-9010-490.61-60	ADM COVID-19 NOTICES	102.94	
GC9KDRP36LE	111-9010-490.61-60	PD COVID-19 SUPPLIES	217.80	
				\$3,392.13

**CITY OF HUNTINGTON PARK
DEMAND REGISTER**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ARAMARK UNIFORM & CAREER APPAREL	586000040015	741-8060-431.56-41	PW LAUNDRY RENTAL SRVC	113.85
	586000043312	741-8060-431.56-41	PW LAUNDRY RENTAL SRVC	109.49
	586000046374	741-8060-431.56-41	PW LAUNDRY RENTAL SRVC	109.49
ARROYO BACKGROUND INVESTIGATIONS	2422	111-7010-421.56-41	PD POST BACKGROUND	\$332.83
AT&T	12/21-01/20/21 12/23-1/22/21 12/28-1/22/21 12/28-1/27/21	111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10	COMU DEV INTERNET SRVC PW YARD INTERNET SRVC S. LAKE PARK INTERNET SRVC R. PEREZ INTERNET SRVC FREEDOM PARK INTERNET SRVC	1,100.00
AT&T MOBILITY	993625860X12142	111-7010-421.53-10	PD WIRELESS PHONES	\$425.48
AT&T PAYMENT CENTER	12/7/20-1/6/21 12/7/20-1/6/21 12/7/20-1/6/21 12/7/20-1/6/21 12/7/20-1/6/21 12/7/20-1/6/21 12/7/20-1/6/21	111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10	CITY WIDE PHONE SRVCS CITY WIDE PHONE SRVCS	4,998.01
BERNAL, JORGE L.	23821-10330	681-0000-228.70-00	WATER CREDIT REFUND	\$4,998.01
BLUE FISH	DEC003 DEC004 DEC005 DEC006	239-0280-490.51-03 239-0280-490.51-03 239-0280-490.51-03 239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM EMERG SENIOR MEAL PROGRAM EMERG SENIOR MEAL PROGRAM EMERG SENIOR MEAL PROGRAM	\$386.43
BOBCAT OF CERRITOS, INC.	000557	535-8016-431.74-10	PW PURCHASE OF AUGER	5,715.31
CALIFORNIA PARK&RECREATION SOCIETY	ID 135674	111-6010-451.64-00	CPRS MEMBERSHIP	\$5,715.31
CARD INTEGRATORS	000002780	111-7010-421.56-41	PD PHOTO ID SUPPLIES	165.00
CENTRAL FORD	365760	741-8060-431.43-20	PARTS FOR UNIT # 913	\$165.00
CHARTER COMMUNICATIONS	0514415123020 0444795010221 0444795120220 0511353121920	111-7010-421.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10	PD INTERNET 12/30/20-1/29/21 CITY HALL INTERNET 12/21-2/1/21 CITY HALL INTERNET 12/1/20-1/1/21 CITY HALL INTERNET 12/19/20-1/18/21	647.95
				\$189.07
				654.85
				1,999.00
				1,999.00
				194.97
				\$4,847.82

**CITY OF HUNTINGTON PARK
DEMAND REGISTER**

WR 1-19-2021

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CITY AND COUNTY ENGINEERS ASSOC.	2021 DUES	111-8080-431.61-20	MEMBERSHIP FOR C. ROLDAN	50.00
CITY OF LAKEWOOD	5192	681-8030-461.42-05	ALESHIRE & WYNDER 12/2020	\$50.00 248.95
CLINICAL LAB OF SAN BERNARDINO, INC	978164	681-8030-461.56-41	WATER TESTING 11/2020	\$248.95 244.75
CSULB FOUNDATION	2350	111-7010-421.59-20	PD MANDATORY TRAINING	\$244.75 292.00
DAMIAN PEREZ	22672	111-0000-341.10-00	REFUND FENCE APPLICATION	\$292.00 55.00
DAPEER, ROSENBLIT & LITVAK	18086	111-0220-411.32-70	PD LEGAL SRVCS 11/20	\$55.00 1,313.20
DATA TICKET INC.	119510 119395 119443 119549 120190 120190	111-3010-415.56-41 111-5055-419.56-41 111-7065-441.61-20 111-7065-441.61-20 111-9010-415.56-15 111-9010-419.53-10	BL CITE PROCESS 11/2020 CODE ENFORCE CITES 11/2020 ANIMAL CNTRL CITES 11/2020 PD SAFETY-FIR WEB ACCESS PRKNG CITE PROCESS 11/2020 EQUIPMENT LEASE 11/2020	43.50 69.50 69.50 17.50 7,630.90 585.66
DEPARTMENT OF ANIMAL CARE & CONTROL	NOVEMBER 2020	111-7065-441.56-41	ANIMAL HOUSING COST 11/2020	\$8,416.56 4,784.12
DEPARTMENT OF WATER AND POWER	LCW68	152-6010-451.73-10	INSTLL ANTI-CLIMBING EQUIPMENT	\$4,784.12 14,000.00
DHALI	11170	111-7010-421.56-41	PD ANNUAL WEB HOSTING	\$14,000.00 600.00
EXPRESS TRANSPORTATION SERVICES LLC	HPE01012021 HPE01012021 HPE01012021 HPE01012021 HPE01012021	111-0000-362.20-15 111-0000-362.20-15 219-0000-340.30-00 219-8085-431.56-43 220-8085-431.56-43 222-8010-431.56-43	PROPERTY LEASE 12/2020 VEHICLE LEASE 12/2020 FARES 12/2020 HP EXPRESS SRVCS 12/2020 HP EXPRESS SRVCS 12/2020 HP EXPRESS SRVCS 12/2020	\$600.00 -2,000.00 -500.00 -1,275.00 31,044.80 31,044.80 31,044.80
FEDEX	7-226-75445	111-9010-419.53-20	ACCT 1791-0219-6	40.75
FIRST CHOICE SERVICES	712928	111-9010-419.61-20	CITYWIDE COFFEE SUPPLIES	\$40.75 104.73
GLOBALSTAR USA	00000009323603	111-7010-421.53-10	CLERKS SHIPPING SRVCS	\$104.73 88.99
HASA, INC.	726077 726078 726083 726804	681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00	SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE	\$88.99 136.60 204.90 298.81 179.23

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HASA, INC.	726805	681-8030-461.41-00	SODIUM HYPOCHLORITE	240.65
	726806	681-8030-461.41-00	SODIUM HYPOCHLORITE	85.37
	727284	681-8030-461.41-00	SODIUM HYPOCHLORITE	68.30
	727286	681-8030-461.41-00	SODIUM HYPOCHLORITE	214.87
	727287	681-8030-461.41-00	SODIUM HYPOCHLORITE	170.75
HINDERLITER DE LLAMAS & ASSOCIATES	Q2 / 2020	111-9010-419.56-41	AUDIT SRVCS-TRANS TAX	\$1,599.54
				3,823.10
HOUSTON HARRIS PCS, INC.	1005 / 22180	681-0000-228.30-00	FIRE HYDRANT METER REFUND	958.19
HUNTINGTON PARK PACIFIC ASSOCIATES,	JAN-FEB 2021	239-0280-490.51-05	HOUSING-6700 MIDDLETON 103	\$958.19
IMPACT TIRE SERVICE	2732	741-8060-431.43-20	TIRE INSTALLATION UNIT # 965	1,500.00
				\$1,500.00
INFRAMARK LLC	58646	283-8040-432.56-41	SEWER HOT SPOT CLEANING	4,613.05
	58865	283-8040-432.56-41	SEWER UTILITY MAINT 1/2021	13,187.45
	588647	681-8030-461.43-30	EMERG WELL PUMP 18 RPARS	93,784.20
	58648	681-8030-461.43-30	REPAIRS TO WELL PUMP 18	30,800.00
	58649	681-8030-461.43-30	MATERIALS WELL 18 REPAIRS	4,886.76
	58865	681-8030-461.56-41	WATER UTILITY MAINT 1/2021	101,658.20
				\$248,929.66
INFRASTRUCTURE ENGINEERS	25568	111-8080-431.73-10	ATP CYCLE 2 PRJCT 11/2020	15,800.00
				\$15,800.00
J316 BUILDER	1-DECEMBER 2020	111-7024-421.56-41	JANITORIAL SUPPLIES 12/2020	698.45
	2-DECEMBER 2020	111-7024-421.56-41	JANITORIAL SRVCS 12/2020	3,700.84
	1-DECEMBER 2020	111-8020-431.56-41	JANITORIAL SUPPLIES 12/2020	419.07
	2-DECEMBER 2020	111-8020-431.56-41	JANITORIAL SRVCS 12/2020	1,440.58
	1-DECEMBER 2020	111-8022-419.56-41	JANITORIAL SUPPLIES 12/2020	931.27
	2-DECEMBER 2020	111-8022-419.56-41	JANITORIAL SRVCS 12/2020	4,305.23
	1-DECEMBER 2020	111-8023-451.56-41	JANITORIAL SUPPLIES 12/2020	2,607.54
	2-DECEMBER 2020	111-8023-451.56-41	JANITORIAL SRVCS 12/2020	11,472.56
				\$25,575.54
JAVIER LOPEZ	OCT-NOV 2020	239-0280-490.51-05	HOUSING-2305 E GAGE AVE	1,500.00
				\$1,500.00
JDS TANK TESTING & REPAIR INC	15339	741-8060-431.43-20	FUEL TANK TESTING 12/2020	135.00
	15418	741-8060-431.43-20	FUEL TANK PUMP 1 REPAIR	825.00
	15419	741-8060-431.43-20	FUEL TANK PUMP REPAIR	425.00
				\$1,385.00
JESUS TORRES	HP160001023	111-0000-351.10-10	PARKING CITATION REFUND	51.00
				\$51.00
JOCELYN ZAMBRANO SORIANO	HP020023650	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				\$55.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JOSEPH FARAJ	55215	111-00000-341.10-00	PLAN CHECK REFUND	\$55.00
JUAN VILLAFUERTE	HP050024419	111-00000-351.10-10	PARKING CITATION REFUND	\$55.00
KNIGHTSCORE, INC.	678 813	229-0210-421.44-10 229-0210-421.44-10	K-5 SRVC SUBSCRIPTION K-5 SRVC SUBSCRIPTION	\$55.00 6,000.00 6,000.00
LA COUNTY SHERIFF'S DEPT	210937BL	121-7040-421.56-41	PD INMATE MEAL SRVC 11/2020	\$12,000.00
LAC+USC MEDICAL CENTER	100001	111-7030-421.56-16	PD SART EXAMS	785.60
LAN WAN ENTERPRISE, INC	71241 71211 71176 71241	111-7010-419.43-15 111-7010-421.61-20 111-7022-421.56-41 111-9010-419.43-15	IT SRVCS 1/2021 PD WIRELESS KEYBOARD VMWARE SUPPORT SUBSCRIPTION IT SRVCS 1/2021	\$3,224.28 22,772.00 85.32 2,774.20 22,772.00
LENTZ LOCK AND KEY LLC	12480	111-7010-421.61-20	LOCKSMITH SERVICES	\$48,403.52
LOGAN SUPPLY COMPANY, INC.	11943	535-8090-452.61-20	CHAIN & 60 LOCKS BOLLARDS	\$143.00 1,041.86
LUZ DEL CARMEN GUERREO	75980 / 76935	111-0000-228.20-00	P&R RESERVATION REFUND	\$500.00
LUZ DEL CARMEN GUERRERO	75980 / 76935	111-0000-347.70-00	P&R RESERVATION REFUND	842.00
LYNBERG & VATKINS APC	56319 57028	745-9031-413.32-70 745-9031-413.32-70	CLERK'S LEGAL SRVCS CLERK'S LEGAL SRVCS	\$842.00 228.65 1,584.00
MARIO LOPEZ	111337978897146	111-8023-451.43-10	PW EXPENSE REIMBURSEMENT	\$1,812.65
MARTHA P CORP	12232020	221-8010-431.61-21	CEMENT FOR STREET REPAIRS	366.96 \$366.96
	390839 390758	111-7022-421.61-27 111-7022-421.61-27	PD LEGAL SRVCS 11/2020 PD UNIFORM PATCHES	733.00 \$733.00
NATIONWIDE ENVIRONMENTAL SERVICES	31271 31270	220-8070-431.56-41 221-8010-431.56-41	BUS SHELTER CLEAN 12/2020 SWEEPING SRVCS 12/2020	18,072.60 1,360.10 \$1,519.80
NCM AUTOMOTIVE	HP3025 HP3026 HP3027 HP3028	741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	ROOF REFINISH UNIT # 217 ROOF REFINISH UNIT # 218 NEW DECAL SET UNIT # 218 NEW DECAL SET UNIT # 217	766.50 766.50 985.50 985.50
				\$68,705.25
				50,632.65
				\$3,504.00

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NETMOTION SOFTWARE, INC	10056533	111-7022-421.56-41	PD MOBILITY PREMIUM SOFTWARE	2,734.89
NICHOLS CONSULTING ENGINEERS, CHTD	966023008	221-8010-431.76-01	STREET ENHANCEMNT 12/11/20	\$2,734.89
NORTH STAR LAND SCAPE LLC	1601-133 1601-134	535-8090-452.56-60 535-8090-452.56-60	TREE TRIMING SRVCS 11/2020 LANDSCAPING SRVCS 12/2020	4,264.90 23,057.75
OREILLY AUTO PARTS	2959-330764 2959-326017 2959-327310 2959-327513 2959-330079	219-8085-431.43-21 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	INTERIOR LIGHTS BUS 002 POWER RELAYS UNIT # 903 ALTERNATOR UNIT # 275 ALTERNATOR UNIT # 346 DIAGNOSTIC BREAKOUT BOX	17.63 126.99 227.35 197.34 253.56
OK PRINTING DESIGN & DIGITAL PRINT	1932	681-3022-415.61-20	INVOICE FORMS & HANGERS	\$822.87
ONYX PAVING COMPANY, INC	2R1	111-8020-432.76-03	ZOE AVE TRENCH 10/31-11/31	\$286.25
OTONIEL HERNANDEZ	JUNE-JULY 2020	239-0280-490.51-05	HOUSING-6602 BENSON # D	\$153,939.63
PARS	46908	216-3010-415.56-41	PARS REP FEES 10/2020	1,500.00
PORTILLO, JOSE L	1093-21120	681-0000-228.70-00	WATER CREDIT REFUND	2,459.74
PURCHASE POWER	12/1/2020	111-7040-421.56-41	PD POSTAGE FEES	\$2,459.74
QDOXS	IN33270 IN33270 IN33270	111-8020-431.43-05 285-8050-432.43-05 681-8030-461.43-05	PW COPIER 12/18/20-1/17/21 PW COPIER 12/18/20-1/17/21 PW COPIER 12/18/20-1/17/21	546.41 546.41 463.95
REXEL COMMERCIAL & INDUSTRIAL	S129517999.001 S129517999.002 S129517999.003 S129517999.004 S129517999.005 S129331194.004 S129331194.005 S129331194.006	232-6010-419.56-41 232-6010-419.56-41 232-6010-419.56-41 232-6010-419.56-41 232-6010-419.56-41 535-8016-431.61-45 535-8016-431.61-45 535-8016-431.61-45	TOY DRIVE SUPPLIES TOY DRIVE SUPPLIES TOY DRIVE SUPPLIES TOY DRIVE SUPPLIES TOY DRIVE SUPPLIES STREET LIGHTING SUPPLIES STREET LIGHTING SUPPLIES STREET LIGHTING SUPPLIES	1,833.45 152.01 171.54 551.25 198.24 3,589.75 105.52 94.90
SC FUELS	4486351	741-8060-431.62-30	FUEL PURCHASE	\$6,696.66 7,185.63
				\$7,185.63

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SMART & FINAL	3192200017904	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	37.48
	319220010704	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	71.20
SPARKLETT'S			CLERK'S DRINKING WATER	\$108.68
	15142085 123120	111-1010-411.61-20	HR DRINKING WATER	2.00
	15142085 123120	111-2030-413.61-20	FINANCE DRINKING WATER	7.99
	15142085 123120	111-3010-415.61-20	COMU DEV DRINKING WATER	24.20
	15142085 123120	111-5010-419.61-20	CODE ENFORCE DRINKING WATER	32.50
	15142085 123120	111-5055-419.61-20	P&R DRINKING WATER	21.66
	15142085 123120	111-6010-451.61-20	PD WATER DELIVERY SRVC	58.64
	19438227 121620	111-7010-421.56-41	PW ADMIN DRINKING WATER	540.67
	15142085 123120	111-8020-431.61-20		71.14
SPRINT SOLUTIONS, INC				\$758.80
	475527450-010	111-6010-451.56-41	P&R WLAKIE TALKIE 11/9/20-12/8/20	130.96
STAR2STAR COMMUNICATIONS LLC				\$130.96
	SUBC00005346	111-9010-419.53-10	VOIP SRVCS 12/3/20-1/2/21	11,097.89
STATE WATER RESOURCES CONTROL				\$11,097.89
	LW-1028915	681-8030-461.42-05	ANNUAL DRINKING WATER FEES	12,148.00
STETSON ENGINEERS INC.				\$12,148.00
	2740-05-001	681-8030-461.56-41	RISK & ALLIANCE ASSESSMNT	495.00
SUPERION, LLC				\$495.00
	301455	111-9010-419.33-10	CLICK2GOV3-NOVEMBER 2020	150.00
	291806	111-9010-419.43-15	FINANCIAL SYSTEM 10/2020	12,274.48
	293229	111-9010-419.43-15	FINANCIAL SYSTEM 11/2020	12,274.48
SUPERIOR COURT OF CALIFORNIA				\$24,698.96
	NOVEMBER 2020	111-7010-415.56-10	PRKNG CITATION SURCHARGE	19,006.00
T2 SYSTEMS CANADA INC.				\$19,006.00
	IRIS00000080226	111-8010-415.56-41	PAY STATION SFTWARE 1/2021	2,250.00
THE FORMS DESK, INC.				\$2,250.00
	27379	111-3010-415.61-20	FIN WINDOW ENVELOPES	632.62
THIRTY5 DEGREES, LLC				\$632.62
	00000017	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	1,080.00
TIREHUB, LLC				\$1,080.00
	17932705	741-8060-431.43-20	TIRES FOR UNIT # 281	605.00
TOWN HALL STREAMS				\$605.00
	12268	111-1010-411.56-41	COUNCIL STREAMING 1/2021	300.00
TRI-TECH FORENSICS INC				\$300.00
	364094	111-9010-490.61-60	PD COVID-19 SUPPLIES	670.65
	374845	111-9010-490.61-60	PD COVID-19 SUPPLIES	449.75
				\$1,120.40

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. ARMOR CORPORATION	30884	111-7022-421.61-24	PD BULLETPROOF VEST	348.63
	30885	111-7022-421.61-24	PD BULLETPROOF VEST	348.63
	30884	233-7010-421.74-10	PD BULLETPROOF VEST	348.62
	30885	233-7010-421.74-10	PD BULLETPROOF VEST	348.62
				\$1,394.50
VALLEY ALARM	980349	111-8020-431.56-41	ALARM SRVCS 1/2021	665.34
	980349	111-8022-419.56-41	ALARM SRVCS 1/2021	665.33
	980349	111-8023-451.56-41	ALARM SRVCS 1/2021	715.28
				\$2,045.95
VERIZON WIRELESS	9869299447	111-0110-411.53-10	COUNCIL CELL 11/17/20-12/16/20	286.62
	9869299447	111-0210-413.53-10	ADMIN CELL 11/17/20-12/16/20	224.46
	9869299447	111-3010-415.53-10	FINANCE CELL 11/17/20-12/16/20	61.39
	9869299447	111-6010-419.53-10	P&R CAR MONITOR 11/17/20-12/16/20	227.10
	9870312129	111-6010-451.56-41	PW CELL SRVC 12/2/20-1/1/2021	38.01
	9870312129	111-8010-431.53-10	PW CELL SRVC 12/2/20-1/1/2021	830.23
	9870312129	111-8095-431.53-10	I-PARK SIM CARD 12/2/20-1/1/2021	684.18
	9870312129	681-8030-461.53-10	P&R SPLASH FLEX SLIM CARD	112.29
				\$2,464.28
WEST & ASSOCIATES ENGINEERING, INC	2020-HP-01	202-8080-431.73-10	ATP CYCLE IV 11/30/20-12/31/20	8,200.00
				\$8,200.00
WEST GOVERNMENT SERVICES	843622406	111-7030-421.56-41	PD WEST INFO CHARGES 12/1/2020	742.61
	843706270	111-7030-421.56-41	PD LIBRARY PLAN CHARGES	66.90
				\$809.51
WEX BANK	69510538	741-8060-431.62-30	PD FUEL PURCHASE	237.69
WILLDAN FINANCIAL SERVICES	010-46590	535-8016-431.56-41	REFUSE COLLECTION	\$237.69
	010-46591	535-8016-431.56-41	SPECIAL TAX DISTRICT NO 1	125.00
				\$2,352.72
XPRESS FLEETWASH LLC	12761	741-8060-431.43-20	CAR WASH SRVCS 11/2020	1,738.00
ZUMAR INDUSTRIES, INC.	91052	221-8012-429.61-20	TRAFFIC SIGNS- SPEED BUMP	\$1,738.00
	91053	221-8012-429.61-20	TRAFFIC SIGNS	2,696.21
				\$2,842.65
				\$948,021.14

ITEM NO. 3



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

January 19, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE EXECUTION OF PROPOSITION 68 GROUNDWATER ANNUAL OPERATION AND MAINTENANCE GRANT AGREEMENT NO. SWRCB0000000000D2012542

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2021-03;
2. Approve amending the FY 2020-2021 budget to add estimated revenues in the amount of \$50,000 to account number 681-0000.335.70-10 Proposition 68 Groundwater Grant in the Water Enterprise Fund; and
3. Authorize the City Manager to sign the Proposition 68 Groundwater Annual Operation and Maintenance Grant Agreement No. SWRCB0000000000D2012542.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (commonly referred to as Proposition 68), Chapter 11.1 Groundwater Sustainability (Chapter 11.1), allocates \$80 million for grants for treatment and remediation activities that prevent or reduce the contamination of groundwater that serves as a source of drinking water. The State Water Board's Division of Financial Assistance (DFA) administers the program.

At the regularly scheduled July 7, 2020 City Council meeting, the City Council authorized staff to submit the California State Water Resources Control Board Proposition 68 Groundwater Treatment and Remediation Grant Program Application. The grant is primarily for operations and maintenance (O&M) of existing treatment and remediation facilities that prevent or reduce contamination of groundwater that serves as a source of drinking water. Contamination must be the result of a discharge of a waste (not naturally occurring).

CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE EXECUTION OF PROPOSITION 68 GROUNDWATER ANNUAL OPERATION AND MAINTENANCE GRANT AGREEMENT NO. SWRCB0000000000D2012542

January 19, 2021

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The City submitted the application demonstrating that Well 15 (located north of Saturn Avenue and east of Alameda Street) would qualify under the Prop 68 eligible guidelines. Treatment and remediation of Well 15 facilities benefit the region by mitigating in the reduction and prevention of groundwater contamination.

The City was the recipient of the grant to offset Well 15 O&M costs. Eligible costs include the O&M costs for existing treatment and remediation system that prevents and reduces contamination of the groundwater that serves as a source of drinking water, including but not limited to; permitting, monitoring, reporting, utility bills, chemicals, replacement or changeout of existing equipment and plant operator.

LEGAL AND PROGRAM REQUIREMENTS

Proposition 68 provides that subdivisions (a) and (b) of Government Code section 16727 do not apply to Chapter 11.1; therefore, these bond funds may be utilized for non-capital expenditures, including ongoing operations and maintenance (O&M) of existing facilities (Pub. Resources Code, § 80141, subd. (j)).

The adoption of Resolution 2021-03 (Attachment 1) and the execution of State Water Board's funding agreement (Attachment 2) are an integral requirement to receiving grant funds. The grant requires the City Council to accept the agreement's terms and conditions and authorize the City Manager to sign the agreement and all pertinent project documents on behalf of the City.

FISCAL IMPACT/FINANCING

The State Water Board awarded the City \$456,300 for the O&M of Well 15, which qualifies as a project that serves a severely disadvantaged communities (SDACs) (Pub. Resource Code, § 80008, subd. (a)(1)). Final reimbursement request is March 31, 2023. Approval of the recommended action will have no adverse fiscal impact to the General Fund and will temporality alleviate City funds for O&M costs at Well 15. It is estimated that the City will expend \$50,000 in reimbursable funds during the remainder of the current fiscal year.

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "John Doe".

**CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE
EXECUTION OF PROPOSITION 68 GROUNDWATER ANNUAL OPERATION AND
MAINTENANCE GRANT AGREEMENT NO. SWRCB0000000000D2012542**

January 19, 2021

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RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

1. Resolution 2021-03 & Exhibit A
2. State Water Board's funding agreement

ATTACHMENT A

RESOLUTION NO. 2021-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK, CALIFORNIA, AUTHORIZING
ENTERING INTO A FUNDING AGREEMENT WITH THE
STATE WATER RESOURCES CONTROL BOARD AND
AUTHORIZING AND DESIGNATING THE CITY OF
HUNTINGTON PARK FOR THE WELL 15
GROUNDWATER REMEDIATION PROJECT**

WHEREAS, the City of Huntington Park "City" has submitted an application to the State Water Resources Control Board for funding for the Well 15 Groundwater Remediation Project, and the operation and maintenance of Well 15 "Project"; and; and

WHEREAS, prior to the State Water Resources Control Board's executing a funding agreement, the City is required to adopt a resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for disbursement on behalf of the City, and to carry out other necessary Project-related activities; and

WHEREAS, Exhibit A contains a copy of the Agreement.

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

SECTION 1. The City Council ordered that (Ricardo Reyes, City Manager) is hereby authorized to carry out the Project, enter into a funding agreement with the State Water Resources Control Board, and accept and expend State funds for the Project.

SECTION 2. Be it further resolved and ordered, that the City Manager, or designee, is hereby authorized and designated to sign, for and on behalf of the City, the funding agreement for the Project and any amendments thereto.

SECTION 3. Be it further resolved and ordered, that the City Manager, or designee, is hereby authorized and designated to represent the City in carrying out the City's responsibilities under the funding agreement, including certifying invoices and disbursement requests for Project costs on behalf of the City and compliance with applicable state and federal laws.

SECTION 4. Be it further resolved and ordered, that any and all actions, whether previously or subsequently taken by the City, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.

1 **SECTION 5.** This Resolution shall take effect immediately upon adoption by the
2 City Council. The City Clerk shall certify to the adoption of this Resolution.

3 **PASSED, APPROVED, AND ADOPTED** this 19th day of January 2021.

4 **CERTIFICATION**

5 I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly
6 and regularly adopted by the City's governing board at the meeting thereof held on this
7 19th day of January 2021.

8

9 Manuel Avila, Mayor

10 Ayes: _____

11 Noes: _____

12 Abstained: _____

13 Absent: _____

14 ATTEST:

15

16 Sergio Infanzon
17 Acting City Clerk

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ATTACHMENT B



**PROPOSITION 68
GROUNDWATER**

CITY OF HUNTINGTON PARK
AND
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



**OPERATIONS AND MAINTENANCE
GRANT**

CITY OF HUNTINGTON PARK – ANNUAL OPERATIONS AND MAINTENANCE

AGREEMENT NO. SWRCB0000000000D2012542

PROJECT FUNDING AMOUNT: \$456,300

ELIGIBLE WORK START DATE: JULY 1, 2018
WORK COMPLETION DATE: FEBRUARY 28, 2023
FINAL REIMBURSEMENT REQUEST DATE: MARCH 31, 2023
RECORDS RETENTION END DATE: FEBRUARY 28, 2056

AGREEMENT

1. AUTHORITY.

The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 80141 of the Public Resources Code, and Resolution No. 2019-0041.

2. INTENTION.

- (a) The Recipient desires to receive financial assistance for and undertake work required for the groundwater operations and maintenance project (Project) set forth on the Cover Page and described in Exhibit A of this Agreement from the State Water Board according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the Project Funding Amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
 - (1) The Recipient must deliver to the Division a resolution authorizing the Recipient to enter into this Agreement and identifying its Authorized Representative by title.
 - (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.
 - (d) This Agreement includes the following exhibits and attachments thereto:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING TERMS

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS

EXHIBIT D – SPECIAL CONDITIONS

- (e) This Agreement includes the following documents incorporated by reference:

4. PARTY CONTACTS

The Party Contacts during the term of this Agreement are:

State Water Board		City of Huntington Park	
Section:	Division of Financial Assistance		
Name:	Project Manager	Name:	Cesar Roldan, Project Director
Address:	1001 I Street, 17 th Floor	Address:	6550 Miles Avenue
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Huntington Park, CA 90255
Phone:	(916) 319-8255	Phone:	(323) 584-6320
Fax:	(916) 351-5708	Fax:	N/A
Email:	Aparjeet.Rangi@waterboards.ca.gov	Email:	croldan@h pca.gov

Direct inquiries to:

State Water Board		City of Huntington Park	
Section:	Division of Financial Assistance		
Name:	Program Analyst, Brittani Evans	Name:	Cesar Roldan, Grant Contact
Address:	1001 I Street, 17th Floor	Address:	6550 Miles Avenue
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Huntington Park, CA 90255
Phone:	(916) 341-5930	Phone:	(323) 584-6320
Fax:	(916) 341-5296	Fax:	N/A
Email:	Brittani.Evans@waterboards.ca.gov	Email:	croldan@h pca.gov

The Recipient may change its Project Director upon written notice to the Project Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

“Additional Payments” means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

“Agreement” means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Deputy Director" means the Deputy Director of the Division.

"District Office" means District Office of the Division of Drinking Water of the State Water Board.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Division of Drinking Water" means the Division of Drinking Water of the State Water Board.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.

"Event of Default" means the occurrence of any of the following events:

- a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- b) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- c) Failure to operate the Project without the Division's approval;
- d) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- e) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- f) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or

- g) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Facility" means the facility, for which funding is being provided to operate, maintain, and/or improve, as further described in Appendix A. The Facility includes existing components and new components constructed as part of this Project.

"Final Reimbursement Request Date" means the date set forth on the Cover Page of this Agreement, after which date, no further reimbursements or disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project. The Grant Contact is set forth in Section 4 of this Agreement.

"Guidelines" means the State Water Board's "Proposition 68 Groundwater Treatment and Remediation Grant Program Funding Guidelines," in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Match Funds" means funds provided by the Recipient towards the Project Costs incurred on or after June 5, 2018. Funds spent on ineligible Project Costs are not Match Funds.

"Material Obligation" means an obligation of the Recipient that is material to this transaction.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Division staff set forth in Section 4 of this Agreement.

"Project" means the Project funded by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

“Project Completion” means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

“Project Costs” means the incurred costs of the Recipient which are eligible for funding under this Agreement, pursuant to applicable statutes, policy, regulation, or guidelines.

“Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 4 of this Agreement.

“Project Funding Amount” means the maximum amount payable under this Agreement, as set forth on the Cover Page.

“Project Funds” means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

“Project Manager” means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth in Section 4 of this Agreement. The term “Grant Manager” in the Guidelines refers to the Project Manager herein.

“Recipient” means City of Huntington Park

“Records Retention End Date” means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“Reimbursement Period” means the period during which Project Funds may be disbursed.

“Reimbursement Request” means the Recipient’s request for Project Funds from the State Water Board as set forth in Exhibit B.

“State” means State of California.

“State Water Board” means the State Water Resources Control Board.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division.

“Work Completion Date” means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.

“Year” means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF HUNTINGTON PARK

By: _____
Name: Ricardo Reyes
Title: City Manager

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Leslie S. Laudon
Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A.1 PROJECT DESCRIPTION AND SCOPE OF WORK.

(a) The Project is for the benefit of the Recipient. The funding under this Agreement is for the purpose of operating and maintaining the Huntington Park Treatment Facility in the Central Basin, and treating groundwater polluted by volatile organic compounds (VOC) to prevent migration of contaminated groundwater to the City of Huntington Park drinking water supply wells.

(b) Scope of Work

The Recipient agrees to do the following:

1. Project Management

- 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, trainings, and non-routine fieldwork activities.
- 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager.
- 1.4 Conduct periodic and final site visits with the Project Manager and other staff designated by the Division.
- 1.5 Conduct photo monitoring at the Project site and submit to the Project Manager.

2. General Compliance Requirements/Project Effectiveness and Performance

- 2.1 Submit Global Positioning System (GPS) information and survey data for project site(s) and monitoring location(s) for this Project to the Project Manager. Submittal requirements for GPS data are available at: https://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.
- 2.2 Submit a Monitoring and Reporting Plan (MRP) that addresses performance monitoring for the duration of the Project. Submit the MRP to the Project Manager for approval. The MRP may be submitted as separate documents or in one report and shall include the following:
 - 2.2.1 A Monitoring Plan (MP) that includes the following sections:

- 2.2.1.1 Purpose: Describe the methods used to measure, evaluate and document performance of the remediation and treatment system(s).
- 2.2.1.2 Project Area: Provide a map and narrative description of the location of the Project, and location of monitoring wells, if applicable, and production wells that are being sampled to achieve the purpose of the MP.
- 2.2.1.3 Sampling Plan: Describe the sampling and analytical methods to be used, selection of monitoring locations, frequency of monitoring, and process to make any necessary changes to achieve the purpose of the MP.
- 2.2.1.4 Field Procedures: Provide a description of field procedures including sample collection methods, equipment decontamination, sample identification and handling, and documentation procedures.
- 2.2.2 A Project Assessment and Evaluation Plan (PAEP) which describes how the Project performance will be assessed, evaluated, and reported. The PAEP must establish current groundwater quality conditions for the Project area and detail the Project's goals, desired outcomes, purpose and objectives, and the methods of measuring and reporting Project benefits.
- 2.2.3 Prepare, maintain, and implement a Quality Assurance Project Plan (QAPP).
- 2.3 Monitor Project effectiveness in accordance with the approved MRP.
 - 2.3.1 Conduct the monitoring in accordance with the approved MRP and include the results in the associated quarterly progress report. A summary of all Project effectiveness monitoring and data analysis shall be included in the Final Project Report.
- 2.4 Prepare and upload all groundwater analytical data collected in accordance with the MRP, to the State Water Board's GeoTracker/ Groundwater Ambient Monitoring and Assessment (GAMA) system in Electronic Deliverable Format (EDF). Locational information for these sampling points shall be submitted using the GEO_XY file. Contact the Project Manager to obtain a Global ID prior to collecting samples.
 - 2.4.1 Upload other data related to the design and development of the Project that is not presently available on GeoTracker/GAMA. This may include reports, figures, maps and geographic information system (GIS) data. Submit an annotated list of reviewed data and reports to the Project Manager.

3. Environmental Compliance and Permitting

- 3.1** Obtain all public agency approvals, entitlements, or permits required for Project implementation. If the Project is carried out on lands not owned by the Recipient, the Recipient shall obtain adequate rights of way for the useful life of the Project.

4. Operations and Maintenance (O&M)

- 4.1** Complete eligible and necessary Project-related O&M tasks. The types of eligible costs associated with this work include, but not necessarily limited to; permitting, monitoring, reporting, utility bills, chemicals, replacement or changeout of existing equipment or media, brine disposal, and plant operator(s).

A.2 STANDARD PROJECT REQUIREMENTS.

A.2.1 Acknowledgements.

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

A.2.2 Reports.

A.2.2.1 Progress Reports.

The Recipient shall submit quarterly progress reports, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no Project-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

A.2.2.2 Draft and Final Project Report and Project Summary.

- (a)** At the conclusion of the Project, the Recipient must submit the following to the Project Manager:

- (1)** **Draft Final Project Report.** Prepare and submit to the Project Manager, for review and comment, a draft Final Project Report in a format provided by the Project Manager that shall include the following information, as well as information set forth in the Scope of Work, above:

- a. Description of the water quality problem the Project sought to address,
 - b. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
 - c. Summary of compliance with applicable environmental conditions.
- (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the Final Project Report in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system (available at <https://faast.waterboards.ca.gov/>).
- (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Project Manager. Include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.
- (b) If the Recipient fails to submit a timely Final Project Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the State or federal government.

A.2.3 Signage.

The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of $\frac{3}{4}$ inch-thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of project implementation. The sign must include the following disclosure statement and color logos (available from the Division):

(a)



- (b) "Funding for this Huntington Park Treatment Facility project has been provided in full or in part by Proposition 68 – the California, Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 through an agreement with the State Water Resources Control Board."
- (c) The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

A.3. DATES AND DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete the Project.
- (c) The following dates are established as on the Cover Page of this Agreement:
 - (1) Eligible Work Start Date
 - (2) Work Completion Date
 - (3) Final Reimbursement Request Date
 - (4) Records Retention End Date
- (d) The Recipient must begin work timely.
- (e) The Recipient must deliver any request for amendment no fewer than one hundred twenty (120) days prior to the Work Completion date.
- (f) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final Reimbursement Request to the Division on or before the Final Reimbursement Request Date, unless prior approval has been granted by the Division.
- (g) Upon request by the Division, the Recipient shall submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

A.4 SUBMITTAL SCHEDULE

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this table may be adjusted as necessary during the Reimbursement Period with Project Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Reimbursement Request submitted, prior to the Final Reimbursement Request Date set forth on the Cover Page. As applicable for specific deliverables, the Recipient shall plan adequate time to solicit, receive, and address comments prior to submitting the final deliverable.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		Ongoing
1.3	Detailed Project Schedule	60 Days After Execution	
1.4	Periodic and Final Site Visits		As Needed
1.5	Photo Documentation		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	Global Positioning System (GPS) Information	90 Days After Execution	
2.2	Monitoring and Reporting Plan (MRP)		September 2021
2.2.1	Monitoring Plan (MP)		July 2021
2.2.2	Project Assessment and Evaluation Plan (PAEP)		August 2021
2.2.3	Quality Assurance Project Plan (QAPP)		September 2021
2.4	GeoTracker Upload		Ongoing
4.	Operations and Maintenance (O&M)		
4.1	O&M Tasks		Ongoing
A.2.2 – REPORTS			
A.2.2.1	Progress Reports	Quarterly	
A.2.2.2 (a)(1)	Draft Final Project Report	December 31, 2022	

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
A.2.2.2 (a)(2)	Final Project Report	January 31, 2023	
A.2.2.2 (a)(3)	Final Project Summary	Before Work Completion Date	
A.2.3	As Needed Information or Reports		As Needed

EXHIBIT B – FUNDING TERMS

B.1.7 (b)(6)	Final Reimbursement Request	March 31, 2023	
B.1.7 (d)	Reimbursement Requests	Quarterly	

EXHIBIT B – FUNDING TERMS

B.1 FUNDING AMOUNTS AND DISBURSEMENTS

B.1.1 Funding Contingency and Other Sources.

- (a) If this Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project is FOUR HUNDRED FIFTY SIX THOUSAND THREE HUNDRED DOLLARS (\$456,300).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 Match Funds.

- (a) The Recipient agrees to provide Match Funds in the amount of ZERO DOLLARS (\$0).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Project Manager and may require an amendment to this Agreement.
- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Funds.
- (d) Any costs incurred prior to the adoption of Proposition 68 on June 5, 2018, will not count towards the Recipient's Match Funds.
- (e) If, at Work Completion, the Recipient has provided Match Funds in an amount that is less than the Match Funds amount set forth above, the State Water Board

may proportionately reduce the Project Funds amount and/or Recipient's Match Funds amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B.1.5 Budget Costs.

Budget costs are contained in the Project Cost Table below:

LINE ITEM	PROJECT FUNDS	MATCH FUNDS	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$77,754	\$0	\$77,754
Planning/Design/Engineering/Environmental	\$0	\$0	\$0
Implementation	\$0	\$0	\$0
Monitoring/Performance	\$426,600	\$0	\$426,600
Education/Outreach	\$	\$	\$
TOTAL	\$504,354	\$	\$504,354

*Match reduced due to disadvantaged community

- (a) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line Item adjustments approved by the Project Manager must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to the scope of work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Project Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the Project Funding Amount.

- (d) In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

B.1.6 Contingent Disbursement.

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) Project Funds may not include the Recipient's Indirect Costs. Any Reimbursement Request submitted including such costs will cause that Reimbursement Request, in its entirety, to be disputed and will not be paid until the dispute is resolved.
- (d) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (e) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (f) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement, the Recipient may submit a Reimbursement Request for eligible Project Costs as well as to support Match Funds as specified in this Exhibit from the Project Costs through submission to the State Water Board using the Reimbursement Request forms provided by the Project Manager.
- (b) Reimbursement Requests shall contain the following information:
 - (1) The date of the request;
 - (2) The time period covered by the request, i.e., the term "from" and "to";
 - (3) The total amount requested;
 - (4) Documentation of Match Funds used;
 - (5) Original signature and date (in ink) of the Recipient's Authorized Representative or his/her designee; and
 - (6) The final Reimbursement Request shall be clearly marked "FINAL REIMBURSEMENT REQUEST" and shall be submitted NO LATER THAN the Final Reimbursement Request Date.
- (c) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient's Authorized Representative or his/her designee, and addressed to the Project Manager as set forth in Section 4 of this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request submitted. The Project Manager has the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (d) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.
- (e) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts, laboratory invoices) must be submitted with each Reimbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete,

adequately supported, properly documented and accurately addressed Reimbursement Request.

- (f) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (g) The Recipient shall use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.
- (h) The Recipient must submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.
- (i) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.
- (j) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or State laws, policies, or regulations.
- (k) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.
- (l) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Recipient.
- (m) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funding Amount upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Commencement of litigation or a judicial or administrative proceeding related to the Project, that the State Water Board determines may impair the timely satisfaction of the Recipient's obligations under this Agreement;
- (c) Any investigation by State, local, or federal investigators or auditors, or a grand jury, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) A material adverse change in the condition of the Recipient, or the Project, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (e) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- (f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project;
- (g) An event requiring notice under this Agreement; or
- (h) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All Reimbursement Requests submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any Reimbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2 RECIPIENT'S PAYMENT OBLIGATION

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.3 NO LIENS

The Recipient must not make any pledge of or place any lien on the Facility or the Project, except upon consent of the Division.

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS

C.1 REPRESENTATIONS & WARRANTIES

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

C.1.4 No Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Facility, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the Facility or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the useful life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the useful life of the Facility.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with State or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements provided to the State Water Board, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 No Other Material Obligations.

The Recipient has no Material Obligations other than those previously disclosed in writing to the State Water Board in connection with the Project.

C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- (a) return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- (b) pay interest at the highest legal rate on all of the foregoing; and
- (c) pay any Additional Payments.

C.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- (a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- (b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and
- (c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.4 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.5 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

C.2.6 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement. Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

C.2.7 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3 STANDARD CONDITIONS

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

- (a) The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
 - (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;
 - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If Force Account is used by the Recipient for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.
- (b) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California Department of Finance, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division. The Recipient must return, or ensure the return of, any audit disallowances within 30 days.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding

The Recipient must adhere to any applicable State law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the useful life of the Project;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the State and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the useful life of the Facility. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to the Division.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Facility during the useful life of the Facility without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient must continue with the responsibilities under this Agreement during any dispute.

- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

C.3.15 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.16 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient related to this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.17 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Facility or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Facility or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and

Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Facility or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.18 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.19 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.20 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or Facility on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.
- (b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

- (c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.
- (e) During the performance of this Agreement, the Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.21 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.22 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State, and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.23 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - (2) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - (3) Loss, theft, damage, or impairment to Project;
 - (4) Events of Default, except as otherwise set forth in this section;
 - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;
 - (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project;
 - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (c) The Recipient must notify the Division in writing within ten (10) business days of any of the following events:
 - (1) Any litigation pending or threatened with respect to the Project; the Recipient's technical, managerial or financial capacity to operate; or the Recipient's continued existence;
 - (2) Consideration of dissolution, or disincorporation;
 - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
 - (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- (d) The Recipient must notify the Division promptly of any of the following events:

- (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or Reimbursement Request made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- (3) Cessation of any and all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- (5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division;
- (7) Any events requiring notice to the Division pursuant to any other provision of this Agreement;
- (8) Work Completion;
- (9) Project Completion;
- (10) The award of a prime construction contract for, or initiation of construction of, Item 6 in Exhibit A.1 (b), if applicable.

C.3.24 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate, and maintain all portions of the Facility during its useful life in accordance with all applicable State and federal laws, rules, and regulations. Unless expressly provided herein, the Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management, or operation.

The Recipient will procure and maintain or cause to be maintained insurance on the Facility with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Facility. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an

annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques, and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Facility caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Facility. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Facility must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Facility, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to commencement of construction of, if applicable.

C.3.25 Permits, Subcontracting, and Remedies.

The Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any work or construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.26 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the

signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.27 Prevailing Wages.

If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

C.3.28 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.29 Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project including, but not limited to payment disputes with contractors and subcontractors. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.30 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the Project.

C.3.31 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. The Recipient may disclose, disseminate

and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

C.3.32 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.33 Timeliness.

Time is of the essence in this Agreement.

C.3.34 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.35 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.36 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4 MISCELLANEOUS STATE REQUIREMENTS

C.4.1 State Program Requirements for Proposition 68 Groundwater.

- (a) **Remediation Costs Limited.** (Pub. Resources Code, § 80141.) Project Funds shall not be used to pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer, but may be used to pay costs that cannot be recovered from responsible parties. Parties that receive funding for remediating groundwater storage aquifers shall exercise reasonable efforts to recover the costs of groundwater cleanup from the parties responsible for the contamination. Funds recovered from responsible

parties may only be used to fund treatment and remediation activities including operations and maintenance.

- (b) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.
- (c) Sustainable Groundwater Management Act (SGMA) Compliance. (Wat. Code, § 10720-10737.8.) To the extent required under SGMA, the Recipient shall comply with the following:
 - (1) If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to DWR. (Wat. Code, § 10735.2 (a)(1).)
 - (2) If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium CASGEM basin that is subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).
 - (3) If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.

C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- (a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- (b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- (c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- (d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- (e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

- (f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- (g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- (h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- (i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- (j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- (k) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five -year infrastructure plan).
- (l) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.
- (m) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
- (n) Union Activities. The Recipient hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. The Recipient certifies that none of the Project Funds will be used to assist, promote, or deter union organizing. If the Recipient incurs costs or makes expenditures to assist, promote, or deter union organizing, the Recipient will maintain records sufficient to show that no reimbursement from Project Funds has been sought for these costs and the Recipient shall provide those records to the Attorney General upon request.

EXHIBIT D – SPECIAL CONDITIONS

- D.1 If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.
- D.2 The State Water Board shall not be responsible for any cost of maintenance, management, operation, or improvement of the Facility after the Work Completion Date. The Recipient shall be responsible for all operations and maintenance costs of the Facility for the remaining useful life.

ITEM NO. 4

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



January 19, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE EXECUTION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION LOCAL ROADWAY SAFETY PLAN PROGRAM SUPPLEMENT NO. V77

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2021-04; and
2. Authorize the City Manager to sign the State of California Department of Transportation Program Supplement No. V77 to Administering Agency-State Agreement for State Funded Projects No. 00480S.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Federal regulations require each State to have a Strategic Highway Safety Plan (SHSP). The statewide data-driven traffic safety plan coordinates the efforts between the City and the State to ultimately reduce traffic accident fatalities and serious injuries on all public roads. The State provides all cities with the opportunity to competitively apply for funding that addresses unique highway safety needs in our jurisdiction, while contributing to the success of the State's overall SHSP goals and objectives.

At the regularly scheduled August 18, 2020 City Council meeting, the City Council authorized staff to submit a competitive Local Roadway Safety Plan (LRSP) application to the State of California Department of Transportation (Caltrans) for consideration. The LRSP systematically identifies and analyzes safety obstacles in our community and provides recommendations on safety enhancement measures that mitigate the City's traffic and safety concerns. Preparing a LRSP facilitates the development of a prioritized list of improvements and actions that focus on improving the City's specific traffic safety needs while helping achieve statewide safety measures. The LRSP offers a proactive

CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE EXECUTION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION LOCAL ROADWAY SAFETY PLAN PROGRAM SUPPLEMENT NO. V77

January 19, 2021

Page 2 of 3

approach to addressing our needs and demonstrates our responsiveness to safety challenges.

The City is the recipient of the LRSP grant, which provides the framework for obtaining input from City Officials, staff and community stakeholders and provide the State with a comprehensive report on safety enhancements throughout the City. The LRSP identifies, analyzes and prioritizes roadway safety improvements on our local roads. The process of developing the report will be tailored to ensure that local protocols, needs and issues are addressed.

The LRSP will also assist in securing future Highway Safety Improvement Program (HSIP) Calls-for-Project grants and is equivalent to a Systemic Safety Analysis Report (SSAR) or Vision Zero Action Plan. The City will be eligible to apply for HSIP Cycle 11 in 2022.

The recommendation presented for City Council consideration is the adoption of the resolution and approval to have the City Manager sign the agreement. After this process is completed, Caltrans will issue an official notice to proceed and staff will seek authorization from the City Council to seek proposals to draft the LRSP report.

LEGAL REQUIREMENT

This grant is funded with State-Only funding from the LRSP Program. The City agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA). The effective State allocation date establishes the eligibility date for the City to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the LRSP funds. The City agrees to the program delivery and reporting requirements. The study and the LRSP must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the LRSP report must be submitted to Caltrans within six (6) months of the report completion.

Adoption of Resolution 2021-04 (Attachment 1) will identify the City Manager as the authorized signatory on all Caltrans documents related to this funding agreement (Attachment 2), as this is an integral requirement to receiving grant funds. The grant requires the City Council to accept the agreement's terms and conditions. Once Caltrans receives the signed agreement from the City, Caltrans will return the fully executed agreement along with corresponding approved Finance Letter, which is the official notice to proceed.

FISCAL IMPACT/FINANCING

The State awarded the City \$59,000 to draft the LRSP. The State is allocating \$53,000 from its own funding sources and requires a local City match of \$6,000. When the City is issued the Finance Letter (Notice to Proceed) and receives the fully executed agreement, staff will seek City Council authorization to publish a request for proposals.

**CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE
EXECUTION OF THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION LOCAL ROADWAY SAFETY PLAN PROGRAM SUPPLEMENT
NO. V77**

January 19, 2021

Page 3 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. Resolution 2021-04 & Exhibit A
- B. Caltrans Program Supplement Agreement No. V77

ATTACHMENT A

RESOLUTION NO. 2021-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK, CALIFORNIA, AUTHORIZING
ENTERING INTO THE LOCAL ROADWAY SAFETY PLAN
PROGRAM SUPPLEMENT NO. V77 TO ADMINISTERING
AGENCY-STATE AGREEMENT FOR STATE FUNDED
PROJECTS NO. 00480S WITH THE STATE OF
CALIFORNIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, Federal regulations require each State to have a Strategic Highway Safety Plan; and

WHEREAS, at the regularly scheduled August 18, 2020 City Council meeting, the City Council authorized staff to submit a competitive Local Roadway Safety Plan (LRSP) application to the State of California Department of Transportation (Caltrans) for consideration; and

WHEREAS, the City is the recipient of the LRSP grant, which identifies, analyzes and prioritizes roadway safety improvements on our local roads. The process of developing the report will be tailored to ensure that local protocols, needs and issues are addressed; and

15 **WHEREAS**, the City has identified the City Manager as the authorized
16 signatory on all Caltrans documents related to this funding agreement, as this is an
integral requirement to receiving grant funds.

17 **WHEREAS**, Exhibit A contains a copy of the Agreement.

18 NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE
19 CITY OF HUNTINGTON PARK AS FOLLOWS:

20 **SECTION 1.** Be it further resolved and ordered that the City Manager is hereby
21 authorized and designated to sign for and on behalf of the City the funding agreement
21 and any amendments thereto.

22 **SECTION 2.** Be it further resolved and ordered, that the City Manager is hereby
23 authorized and designated to represent the City in carrying out the City's responsibilities
24 under the funding agreement, including certifying invoices and disbursement requests
 for Project costs on behalf of the City and compliance with applicable state and local
 laws.

26 **SECTION 3.** Be it further resolved and ordered, that any and all actions, whether
27 previously or subsequently taken by the City, which are consistent with the intent and
purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified,
approved and confirmed.

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2 **SECTION 4.** This Resolution shall take effect immediately upon adoption by the
3 City Council. The City Clerk shall certify to the adoption of this Resolution.

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6 **PASSED, APPROVED, AND ADOPTED** this 19th day of January 2021.

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10 Manuel Avila, Mayor

11 ATTEST:

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13 Sergio Infanzon
14 Acting City Clerk

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ATTACHMENT B

PROGRAM SUPPLEMENT NO. V77
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00480S

Adv Project ID: 0721000125 Date: January 4, 2021
Location: 07-LA-0-HNTP
Project Number: LRSP-5150(016)
E.A. Number:
Locode: 5150

This Program Supplement, effective , hereby adopts and incorporates into the Administering Agency-State Agreement No. 00480S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 12/03/15 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Through the city.

TYPE OF WORK: Road Related - Other

Estimated Cost	State Funds		Matching Funds		
	STATE	\$53,000.00	LOCAL		OTHER
\$59,000.00			\$0.00		\$6,000.00

CITY OF HUNTINGTON PARK

By _____
Title _____
Date _____
Attest _____

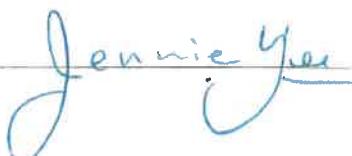
STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date



\$53,000.00

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
4. This PROJECT is funded with State-Only funding from the Local Roadway Safety Plan (LRSP) Program. ADMINISTERING AGENCY agrees to develop an LRSP under this PROJECT.

The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).

This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the LRSP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the LRSP funds.

ADMINISTERING AGENCY agrees that LRSP funds available for reimbursement will be

SPECIAL COVENANTS OR REMARKS

limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide LRSP Coordinator prior to performing work.

ADMINISTERING AGENCY agrees to the program delivery and reporting requirements. The study and the LRSP must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the LRSP report must be submitted to the DLAE within six (6) months of the report completion.

ITEM NO. 5



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 19, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION OF A RESOLUTION OF THE CITY OF HUNTINGTON PARK AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2021-01 authorizing application for, and receipt of, local government planning support grant program funds;

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The California Department of Housing & Community Development (HCD) has released a Notice of Funding Availability (NOFA) for Local Early Action Planning (LEAP) grants. The LEAP program provides 119 million one-time, noncompetitive funding to cities and counties for planning activities associated to housing and to facilitate the implementation of the Regional Housing Needs Allocation (RHNA). Cities and Counties need to submit an application for eligible activities to receive their share of the funding.

All cities are eligible for non-competitive, population-based funding to facilitate housing planning efforts. The Gateway Cities Council of Government Board approved a 1% assessment of cities' maximum eligible funding under LEAP in March 2020, in order to continue funding regional housing efforts at the COG.

Eligible Activities

Examples of eligible activities include:

- Preparing and adopting Housing Elements that include an implementation component to facilitate compliance with the sixth cycle RHNA.
- Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs.

**CONSIDERATION OF A RESOLUTION OF THE CITY OF HUNTINGTON PARK
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT
PLANNING SUPPORT GRANT PROGRAM FUNDS**

January 19, 2021

Page 2 of 3

- Completing environmental clearance to eliminate the need for project-specific review.
- Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents.
- Developing or improving an accessory dwelling unit (ADU) ordinance
- Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production

Funding

LEAP grants are population-based using the Department of Finance (DOF) estimates.

Population (DOF)	Maximum LEAP Award Amount
Less than 19,000	\$65,000
Between 20k and 59K	\$150,000
Between 60K and 99K	\$300,000
Between 100K and 299K	\$500,000
Between 300K and 749K	\$750,000
Greater than 750K	\$1,500,000

Based on the table included above, the City of Huntington Park is eligible to receive \$150,000 as part of the LEAP state grant. A complete application including budget, timeline, deliverables, and a description of how proposed activities will support housing planning needs to be submitted by January 31, 2021. Staff is proposing to submit an application to update its housing element.

FISCAL IMPACT/FINANCING

Approval of this resolution does not have a direct fiscal impact. Funding will be provided to the City to prepare the Housing Element.

CONCLUSION

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

Respectfully submitted,

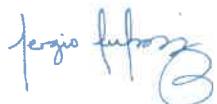


RICK REYES
City Manager

**CONSIDERATION OF A RESOLUTION OF THE CITY OF HUNTINGTON PARK
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT
PLANNING SUPPORT GRANT PROGRAM FUNDS**

January 19, 2021

Page 3 of 3



SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

A. Resolution No. 2021-01

ATTACHMENT A

RESOLUTION NO. 2021-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK AUTHORIZING APPLICATION FOR, AND
RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT
GRANT PROGRAM FUNDS**

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Huntington Park desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the City Council of the City of Huntington Park ("Applicant") resolves as follows:

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package:

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Huntington Park is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$ 150,000.00, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

ADOPTED ON January 19, 2021, by the City Council of the City of Huntington Park by the following vote count:

AYES:

NOFS:

1 ABSENT:

2 ABSTAIN:

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5 Manuel Avila, Mayor

6 Attest: Approved as to form:

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9 Sergio Infanzon, Acting City Clerk

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ITEM NO. 6



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 19, 2021

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:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING THE PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN THE CITY OF HUNTINGTON PARK AND RASA, LP TRANSFERRING TITLE OF PARKING STRUCTURE PROPERTY LOCATED AT 6512 RUBY AVENUE TO THE CITY OF HUNTINGTON PARK AND THE RECONVEYANCE OF TUCK-UNDER PARKING EASEMENT TO RASA, LP

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2021-02 approving a resolution of the City Council of the City of Huntington Park approving the property Exchange Agreement by and between the City of Huntington Park and RASA, LP transferring title of parking structure property located at 6512 Rugby Avenue to the City of Huntington Park and the reconveyance of tuck-under parking easement to RASA, LP; and
2. Authorize the City Manager to execute the Exchange Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 1997, the Community Development Commission of the City of Huntington Park ("City") entered into a Disposition and Development Agreement ("DDA") with RASA, L.P., ("RASA") for the construction and operation of the Casa Bonita, an eighty (80) unit affordable, senior housing project ("Project"). Under the terms of the DDA, the City agreed to convey the requisite real property to RASA consisting of approximately 51,413 square feet located on Rugby Avenue, between Gage Avenue and Zoe Avenue (the "Property") and RASA agreed to restrict the 80 units for affordable seniors, provide 22 private parking spaces, and construct a public parking structure with 122 public parking spaces and reserving and assigning a perpetual parking easement over the public parking structure to the City for public parking purposes ("Parking Structure"). RASA was also required to grant the City a public parking easement for twelve (12) tuck-under parking spaces ("Tuck-Under Parking") and rights of ingress and egress thereto.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING THE PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN THE CITY OF HUNTINGTON PARK AND RASA, LP TRANSFERRING TITLE OF PARKING STRUCTURE PROPERTY LOCATED AT 6512 RUBY AVENUE TO THE CITY OF HUNTINGTON PARK AND THE RECONVEYANCE OF TUCK-UNDER PARKING EASEMENT TO RASA, LP

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Casa Bonita Proposed Rehabilitation

Due to its age, RASA now desires to rehabilitate and modernize the Casa Bonita apartment, which will improve the quality of life for City's residents at Casa Bonita. RASA will pay for the rehabilitation through an award of tax-exempt bonds from the California Debt Limit Allocation Committee and tax credits from California's Tax Credit Allocation Committee. To facilitate the rehabilitation, RASA desires to acquire an access easement over the former alley that runs between the Parking Structure and Casa Bonita from the City and for the City to reconvey its parking easement over the Tuck-Under Parking area. In exchange, RASA will convey title to the Parking 122 parking space Parking Structure and the land on which it is located to the City ("Parking Structure Property") as shown in Attachment "A".

The City of Huntington Park is the holder of the public parking easement over the twelve (12) tuck-under parking spaces in the Casa Bonita Apartment building created pursuant to that certain public parking easement having Instrument No. 032105648 of the Official Records ("Tuck-Under Parking Easement"), which the City now desires to reconvey to RASA, LP.

The proposed property exchange assists RASA, LP in obtaining tax exempt bonds and tax credit financing to rehabilitate, modernize, and add amenities to all the existing Casa Bonita Apartments, which provides affordable, senior housing to the City's residents.

General Plan Conformance

On December 17, 2020 the Huntington Park Planning Commission held a duly noticed public meeting and found that the City's acceptance of the Parking Structure Property and its reconveyance and conveyance of the easements conformed and were consistent with the City's General Plan pursuant to the requirements of Government Code Section 65402, for the following reasons:

1. Land Use Element

- a. Provides for compatible neighboring land uses and acceptable transitions between residential, commercial, public, and transportation uses.
- b. Provides for expanded residential development opportunities in the City's Central Business District.
- c. Provides and preserves additional parking in commercial areas where parking is currently in adequate.
- d. Encourages community-oriented retail in Huntington Park while continuing to revitalize Pacific Boulevard as a regional retail destination (Land Use Element Policy 1.2).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING THE PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN THE CITY OF HUNTINGTON PARK AND RASA, LP TRANSFERRING TITLE OF PARKING STRUCTURE PROPERTY LOCATED AT 6512 RUBY AVENUE TO THE CITY OF HUNTINGTON PARK AND THE RECONVEYANCE OF TUCK-UNDER PARKING EASEMENT TO RASA, LP

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- e. Encourages senior citizen residential development in locations with convenient access to commercial and retail uses, and to public transportation (Land Use Element Policy 1.5).
- f. Encourages and continues the use of redevelopment activities, including the provision of incentives for private development, joint public-private partnerships, and public improvements (Land Use Element Policy 3.1).
- g. Continue to provide financial, administrative, and design assistance to eligible properties through residential and commercial rehabilitation programs (Land Use Element Policy 3.3).
- h. Establish a Parking Overlay zone and designate it on the Land Use Policy Map to facilitate the development of parking facilities through such methods as alley vacation and lot consolidation (Land Use Element Policy 4.2).
- i. Maintain, market, and further develop Pacific Boulevard as a regional retail destination (Land Use Element Policy 5.7).

2. Circulation Element

- a. Provides an adequate supply of convenient parking for all developments in the City, in a manner which is consistent with the goals of managing transportation demand and providing efficient arterial traffic flows (Circulation Element Goal 6.0).
- b. Facilitate the development of parking facilities through such methods as alley vacation and lot consolidation (Circulation Element Policy 6.5).

3. Housing Element

- a. Promotes the maintenance of existing housing units and requirements that property owners maintain their housing, so the units are safe, healthful, and aesthetically pleasing (Housing Element Policy 1).
- b. The City, where possible, shall work with property owners to bring building construction up to current Building Code and other health and safety code requirements (Housing Element Policy 4).

California Environmental Quality Act

The adoption of the Resolution is exempt from the California Environmental Quality Act ("CEQA") because CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment and is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), which states that a project is exempt from CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." The exchange and transfer of real property, access easements, and existing structures involves no change in the existing use of the real property and there is no possibility that said exchange of real property will have a significant effect on the environment.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING THE PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN THE CITY OF HUNTINGTON PARK AND RASA, LP TRANSFERRING TITLE OF PARKING STRUCTURE PROPERTY LOCATED AT 6512 RUBY AVENUE TO THE CITY OF HUNTINGTON PARK AND THE RECONVEYANCE OF TUCK-UNDER PARKING EASEMENT TO RASA, LP

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The adoption of this Resolution is also exempt from CEQA pursuant to Section 15301 – Class 1 Existing Facilities because the exchange of existing real property and improvements thereon under the Exchange Agreement does not result in any change or expansion of the existing facilities or its use.

FISCAL IMPACT/FINANCING

Approval of this Resolution does not have a direct fiscal impact. Maintenance of the 122 parking spaces structure was included as a requirement of the original perpetual easement agreement between RASA, LP and the City.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions. The City Manager will execute the Exchange Agreement and other ancillary documents reasonably necessary to effectuate the intent of this Resolution on behalf of the City, including but not limited to, deeds, escrow instructions and associated documents, and such other documents reasonably necessary for the exchange of properties.

Respectfully submitted,



RICK REYES
City Manager



SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

- A. Property Site Map
- B. Resolution No. 2021-02
- C. Exchange Agreement

ATTACHMENT A

ATTACHMENT B

RESOLUTION NO. 2021-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING THE PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN THE CITY OF HUNTINGTON PARK AND RASA, LP TRANSFERRING TITLE OF PARKING STRUCTURE PROPERTY LOCATED AT 6512 RUBY AVENUE TO THE CITY OF HUNTINGTON PARK AND THE RECONVEYANCE OF TUCK-UNDER PARKING EASEMENT TO RASA, LP

WHEREAS, RASA, LP is the owner of the Casa Bonita Apartments located at 6512 Ruby Avenue in the City of Huntington Park, California and now desire to transfer ownership of the 122 parking space public parking structure and the associated improvements and the underlying real property on which it is located (collectively the "Parking Structure Property") to the City of Huntington Park (the "City") as shown in Exhibit "A" attached hereto; and

WHEREAS, RASA, LP's conveyance of the Parking Structure Property to the City is subject to the reservation of an access easement located between the Parking Structure Property and the Casa Bonita Apartments for the benefit of the residents of the Casa Bonita Apartments for ingress and egress to and from the Tuck-Under Parking spaces as shown in Exhibit "A;" and

WHEREAS, the City is the holder of a public parking easement over twelve (12) tuck-under parking spaces in the Casa Bonita Apartment building created pursuant to that certain public parking easement having Instrument No. 032105648 of the Official Records ("Tuck-Under Parking Easement"), which the City now desires to reconvey to RASA, LP; and

WHEREAS, the proposed property exchange assists RASA, LP in obtaining issuing tax exempt bonds and tax credit financing to rehabilitate, modernize, and add amenities to the Casa Bonita Apartments, which provides affordable, senior housing to the City's residents; and

WHEREAS, on December 17, 2020 the Huntington Park Planning Commission held a duly noticed public meeting and found that the City's acceptance of the Parking Structure Property and its reconveyance and conveyance of the easements conformed and were consistent with the City's General Plan pursuant to the requirements of Government Code Section 65402, the findings of which are hereby incorporated in these recitals and made part of this Resolution.

1
2 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**
3 **DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS FOLLOWS:**

4 **SECTION 1:** The City Council hereby finds that the above recitals are true and correct
5 and incorporate them herein as part of the findings.

6 **SECTION 2:** Based on the above recitals, staff report and presentation, and public
7 comments, the City Council hereby finds that the approval of the Exchange Agreement and the
8 resulting transfer of the Parking Structure Property from RASA, LP to the City and the City's
9 reconveyance of the Tuck-Under Parking Easement and conveyance of the access easement to
10 RASA, LP, is in conformance with the City's General Plan for the reasons specified in the
11 Planning Commission's Government 64502 General Plan conformance findings and
12 determination.

13 **SECTION 3:** The Huntington Park City Council hereby approves the Exchange
14 Agreement in a form approved by the City Attorney and hereby authorizes the City Manager to
15 execute the Exchange Agreement and such other ancillary documents reasonably necessary to
16 effectuate the intent of this Resolution on behalf of the City, including but not limited to, deeds,
17 escrow instructions and associated documents, and such other documents reasonably
18 necessary for the exchange of properties.

19 **SECTION 4:** The Huntington Park City Council hereby accepts title to the Parking
20 Structure Parking Property and hereby authorizes the City Manager to execute a Certificate of
21 Acceptance in accordance with Government Code Section 27281.

22 **SECTION 5:** The adoption of this Resolution is exempt from the California
23 Environmental Quality Act ("CEQA") because CEQA Guidelines section 15060(c)(2) states that
24 a project is not subject to CEQA review where the activity will not result in a direct or reasonably
25 foreseeable indirect physical change to the environment and is exempt from CEQA pursuant to
26 CEQA Guidelines Section 15061(b)(3), which states that a project is exempt from CEQA "where
27 it can be seen with certainty that there is no possibility that the activity in question may have a
28 significant effect on the environment." The exchange and transfer of real property, access

easements, and existing structures involves no change in the existing use of the real property and there is no possibility that said exchange of real property will have a significant effect on the environment.

The adoption of this Resolution is also exempt from CEQA pursuant to Section 15301 – Class 1 Existing Facilities because the exchange of existing real property and improvements thereon under the Exchange Agreement does not result in any change or expansion of the existing facilities or its use.

None of the exceptions under Section 15300.2 of the CEQA Guidelines apply.

SECTION 6. This Resolution shall become effective immediately upon its adoption by the City Council and the City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 19th day of January 2021.

Manuel Avila, Mayor

Attest:

Sergio Infanzon, Acting City Clerk

ATTACHMENT C

EXCHANGE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

by and between

THE CITY OF HUNTINGTON PARK,
a municipal corporation

and

RASA, L.P.,
a California limited partnership,

Dated as of _____, 2021

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**EXCHANGE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

This Exchange Agreement and Joint Escrow Instructions ("*Agreement*") dated as of _____, 2021 ("*Effective Date*"), is made and entered into by and between, THE CITY OF HUNTINGTON PARK, a municipal corporation (the "*City*") and RASA, L.P., a California limited partnership or its assignee ("*RASA*"). The City and RASA are referred to collectively as "*Parties*" or individually as "*Party*."

RECITALS

A. RASA owns and operates a low-income residential apartment project commonly known as "Casa Bonita Apartments" ("*Casa Bonita*"), located 6512 Ruby Avenue, Huntington Park, California (the "*Property*"). Casa Bonita was constructed by Rasa LLC ("*Developer*") pursuant to a Disposition and Development Agreement dated December 15, 1997, as amended from time to time ("*DDA*") of which RASA succeeded to the rights and obligations of the Developer therein and the City succeeded to the rights and obligations of the former Community Development Commission of the City of Huntington Park ("*CDC*").

B. In support of the development of Casa Bonita and in furtherance of the DDA, on June 13, 2000 the CDC granted the land comprising the Property to Developer reserving and assigning to the City a perpetual easement over a portion of the Property for public parking (the "*Parking Structure Easement Area*") as further identified in the grant deed, attached as Exhibit "A". Also in furtherance of the DDA, Developer constructed a multi-level parking structure (the "*Parking Structure*") in the Parking Structure Easement Area. On August 13, 2001, Developer conveyed the Property to RASA.

C. In connection with and as a further condition to the development of Casa Bonita on the remaining portion of the Property not subject to the Parking Structure Easement Area (the "*Remaining Property*"), pursuant to a public parking easement agreement dated May 22, 2003 between RASA and the City (the "*Public Parking Easement*"), RASA granted the City a public parking easement for twelve (12) spaces of public vehicular parking, including ingress, egress and passage over and across the Remaining Property for the benefit of the City (the "*Tuck-Under Parking Easement Area*") as further identified in the Public Parking Easement attached as Exhibit "B" and incorporated herein by this reference.

D. Vehicle access to the Parking Structure Easement Area and the Tuck-Under Parking Easement Area is through an alley off Rugby Avenue that runs through the middle of the Property between the Parking Structure and Casa Bonita (the "*Alley*").

E. RASA now wishes to rehabilitate Casa Bonita due to its age (the "*Rehabilitation*") and pay for the Rehabilitation through an award of tax exempt bonds (the "*Bonds*") from the California Debt Limit Allocation Committee ("*CDLAC*") and tax credits from California's Tax Credit Allocation Committee. To facilitate the Rehabilitation, RASA wishes to obtain all rights to the Tuck-Under Parking Easement Area by having the City vacate its interests to the easement and in exchange RASA will grant and convey to the City the Parking

Structure Easement Area and the Parking Structure that is located on the Parking Structure Easement Area.

F. The City supports the Rehabilitation plan as it will improve the quality of life for the City's residents at Casa Bonita and pursuant to this Agreement allow the City to obtain the Parking Structure Easement Area and Parking Structure plus some financial assistance from RASA to renovate the Parking Structure in the form of Renovation Assistance (defined below) in exchange for the City vacating its Public Parking Easement.

G. To accomplish the actions contemplated by this Agreement, a certificate of compliance will be processed for the Property in conformance with the Subdivision Map Act (Gov. Code, §§ 66410, *et seq.*), and the City's Zoning Development Standards (the "*Parcel Split*"), resulting in one parcel covering the Parking Structure Easement Area and Alley ("*Parcel One*") for the City and the other parcel covering the Remaining Property for RASA ("*Parcel Two*") with a new easement established on the former Alley portion of the Parcel One (the "*Access Easement*") to allow RASA vehicular access to the tuck-under parking spaces on Parcel Two.

H. The vacating of the Parking Structure Easement Area and Public Parking Easement by the City, and transfer of RASA's interest in the Parcel One, provision of the Renovation Assistance and establishment of the Access Easement will take place through an escrow pursuant to this Agreement in connection with a number of events and documents relating thereto which must be delivered and/or otherwise processed by the Escrow Agent (defined below). Closing is contingent on the Escrow Agent receiving a fully executed copy of this Agreement, confirmation of compliance with each Party's closing requirements (which the Parties acknowledge will require approval(s) by the City Council for the City, and that such approval(s) are discretionary in nature), and confirmation of compliance with any and all requirements of the California Environmental Quality Act ("*CEQA*") with regards to this transaction.

I. The City and RASA wish to enter into this Agreement to effect the actions contemplated above on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, the above Recitals are incorporated into this Agreement, and in consideration of the foregoing requirements and the covenants and promises hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and RASA agree as follows:

1. Exchanges of Real Property Interests. Upon and subject to the terms and conditions set forth in this Agreement:

1.1 Vacating Easements. The City hereby agrees to vacate, convey and transfer to RASA, in accordance with all applicable procedures required under local, state and federal laws and the City Requirements (as defined below), and RASA hereby agrees to accept such conveyance and transfer from the City, all of the City's right, title and interest in and to the Parking Structure Easement Area and Tuck-Under Parking Easement Area.

1.2 Parcel One - Parking Structure and Alley. After the Parcel Split has been finally approved by the City, and all applicable challenge and appeal periods, including but not limited to administrative challenges, appeals, claims, lawsuits (including writ of mandamus actions), referenda, ballot initiative, or any other type of appeal or challenge (individually, a “*Challenge*” and collectively, “*Challenges*”) have expired with no Challenge or Challenges having been brought or filed seeking to overturn the Parcel Split or any approvals in connection therewith, or if a Challenge is filed or brought, has been fully resolved in favor of upholding the Parcel Split to the Parties’ reasonable satisfaction, RASA hereby agrees to convey and transfer to the City Parcel One, and the City hereby agrees to accept such conveyance and transfer from RASA.

1.3 Access Easement. The Parcel Split shall be designed to ensure resulting Parcel Two where Casa Bonita is located is in conformance with all current zoning and land use requirements such as set-back requirements and any other applicable conditions within the City’s Zoning Development Standards. Upon the conveyance and transfer of Parcel One to the City, the City shall be solely responsible for all maintenance and upkeep of Parcel One and all improvements thereon, and shall grant RASA a perpetual, irrevocable Access Easement upon the Alley area of Parcel One for RASA vehicles to access the tuck-under parking area at Casa Bonita. The Access Easement shall be recorded and will run with the land for the benefit of RASA and RASA’s assigns and successors.

2. Renovation Assistance. On or before the Closing Date, RASA shall deposit with Escrow the sum of One Hundred Thirty Thousand Dollars (\$130,000.00) (the “*Renovation Assistance*”) with instructions to Escrow allowing disbursements (up to the full amount of the Renovation Assistance) to the City upon RASA’s prior receipt of documentation from the City of expenses incurred in maintaining, repairing and renovating the Parking Structure and upon RASA’s receipt of such documentation and expense confirmation, RASA shall instruct Escrow to make the requisite disbursement to the City.

3. DDA. To the extent the DDA applies (e.g., has not expired): (i) all actions contemplated herein shall be in conformance with the DDA without a need to otherwise amend the DDA, (ii) the Parties agree and acknowledge as of the Effective Date the taxable value of the Property is greater than Three Million Five Hundred Thousand Dollars (\$3,500,000), and the Property has historically received a welfare exemption from payment of property tax in connection with the Property’s use for affordable housing and as a result the net taxable value will be less than Three Million Five Hundred Thousand Dollars (\$3,500,000).

4. Escrow and Joint Escrow Instructions. The escrow (the “*Escrow*”) for the transactions contemplated by this Agreement shall be established with Jeanne Gould, First American Title Company (“*Escrow Holder*”) whose address is 18500 Von Karman Avenue, Suite 600, Irvine, California 92612 for the delivery of the documents in accordance with the terms of this Agreement. The Parties hereby agree to execute such additional instructions provided by Escrow not inconsistent with this Agreement as may be reasonably required by Escrow Holder in order to perform its obligations as Escrow Holder hereunder.

5. Closing; Closing Date. “*Closing*” is used herein to mean on or before April 30, 2021 in the event RASA successfully receives of an allocation of Bonds from CDLAC and

provided Escrow has confirmation that all of "RASA Conditions to Closing" and all of the "City Conditions to Closing" (as defined in Sections 8 and 9 below) have been satisfied (or waived in writing by the appropriate Party) along with the time when Escrow Holder has verified successful recording with the County Recorder for Los Angeles County of the Quitclaim Deeds and Grant Deed (defined in Section 6 below); provided however, if RASA fails to receive an allocation of Bonds from CDLAC, then in no event shall the Closing occur later than ninety (90) days after the recording of the certificate of compliance effectuating the Parcel Split ("**Outside Closing Date**") unless otherwise extended by mutual written agreement of the Parties. "**Closing Date**" means the date the Closing occurs.

6. Permanent Conveyance Documents. Upon execution of this Agreement, the Parties shall execute and deliver to Escrow for processing and any other required parties all documentation necessary to perfect the conveyance of the real property interests in Section 1 (collectively the "**Permanent Transfer Documents**"). The Parties agree to cooperate with and assist each other as necessary in obtaining approvals and signatures required to finalize any Permanent Transfer Documents.

6.1 Transfer Documents for Existing Easements. To effectuate the vacating, transfer and conveyance of the Parking Structure Easement Area and the Tuck-Under Parking Easement Area the following Permanent Transfer Documents shall be executed by the requisite Parties and delivered to Escrow within seven (7) business days of the City's written notice to Escrow and RASA all City Requirements have been satisfied:

(a) Quitclaim deeds for the conveyance, transfer and release of all the City's interest in the Tuck-Under Parking Easement Area to RASA, substantially in the form collectively attached hereto as Exhibit "C" (the "**Quitclaim Deeds**").

(b) Any additional documentation required by Escrow, any other regulatory agency or lender relating to the Property or Casa Bonita, a Party, or any other party to facilitate vacating the easements for the Tuck-Under Parking Easement Area along with establishment of the Access Easement.

6.2 Transfer Documents for Parcel One. To effectuate the fee title transfer and conveyance of Parcel One to the City upon completion of the Parcel Split the following Permanent Transfer Documents shall be executed by the requisite Parties and delivered to Escrow within seven (7) business days of RASA's written notice to Escrow and the City all RASA's Requirements have been satisfied:

(a) A grant deed for the fee title transfer of Parcel One to the City but reserving therefrom the Access Easement, substantially in the form attached hereto as Exhibit "D" (the "**Grant Deed**").

(b) Any additional documentation required by Escrow, any other regulatory agency or lender relating to the Property or Casa Bonita, a Party, or any other party to facilitate transferring Parcel One and the Parking Garage to the City.

6.3 Payment of Costs for Permanent Transfer Documents. The Parties shall each pay half the costs associated with filing, recording and otherwise finalizing the Permanent Transfer Documents listed in Section 6 above.

7. Conditions of Title. Clear and marketable title to the real property interests in Section 1 shall be conveyed by the Permanent Transfer Documents subject only to the following exceptions: (i) as and if applicable, liens for any applicable taxes and assessments not delinquent; and (ii) matters approved by the receiving Party in writing (the "**Permitted Title Exceptions**"). Permitted Title Exceptions shall not include any deeds of trust or other security instruments securing any note or other outstanding indebtedness, unless expressly approved by the receiving Party.

8. City Conditions to Closing. The following shall constitute conditions to the obligations of the City under this Agreement with respect to the vacating of the easements listed in Section 1.1, final approval of the Parcel Split in accordance with Section 1.2 above, acceptance of fee title to Parcel One, and granting the Access Easement (collectively, the "**City Conditions**"), each of which must be satisfied prior to the Closing:

8.1 Performance. RASA shall have timely performed all of its covenants and obligations under this Agreement required to be performed and complied with by RASA on or before the Closing.

8.2 Delivery of Documents. RASA shall have timely delivered or caused to be delivered into Escrow the documents listed in Section 6.2 of this Agreement and Escrow Holder shall record the Grant Deed.

8.3 Delivery of Renovation Assistance. Escrow Holder holds the full amount of the Renovation Assistance for the City's benefit.

8.4 Final City Approvals to Effectuate Transaction. The final decision-making body (i.e., the City Council) of the City shall have approved of this Agreement and the transactions contemplated hereby, and all applicable appeal and challenge periods for a Challenge or Challenges to be brought have expired with no such Challenge or Challenges having been brought or filed, or in the event one or more Challenges are brought or filed, they are fully resolved to the Parties' reasonable satisfaction.

8.5 City Council Approval. City Council shall have approved of the City entering into this Agreement and the transactions contemplated hereby, and all applicable appeal and challenge periods for a Challenge or Challenges seeking to overturn or otherwise challenge, in whole or in part, the City Council's approval of this Agreement have expired with no such Challenge or Challenges having been brought or filed, or in the event one or more Challenges are brought or filed, they are fully resolved to the Parties' reasonable satisfaction.

8.6 City Inspection of Parking Structure. City's obligation to close hereunder is contingent upon an inspection of the Parking Structure by City and its acceptability to City of the condition of the Parking Structure and associated improvements. City, in its inspection, may conduct such inspections as may be reasonably necessary to determine the condition of the Parking Structure but shall not conduct any destructive testing and shall restore

the Property to its pre-inspection condition upon completion of such testing. City shall indemnify, defend and save RASA harmless from any and all claims and damages resulting from such inspection of the Parking Structure. If City has not notified RASA in writing of the unacceptability of the condition of the Parking Structure at least thirty days (30) prior to Escrow Closing, the contingency set forth in this Section shall be deemed to have been waived. City agrees to use best efforts to timely complete the inspection contemplated herein.

8.7 Evidence of RASA Ability to Close. RASA shall have submitted evidence reasonably satisfactory to the City demonstrating that RASA has sufficient capital and/or commitments or other evidence of financial ability to complete the Rehabilitation at least thirty (30) days prior to Closing; provided however, if such financing is not in place, then RASA has submitted evidence reasonably satisfactory to the City that RASA has secured all third-party consents such that Parcel One can be conveyed free and clear (e.g., Permitted Title Exceptions shall not include any deeds of trust or other security instruments securing any note or other outstanding indebtedness) to the City.

8.8 Approval or Waiver of Conditions. In the event of failure of any of the City Conditions noted above, at the City' sole discretion at the time of such failure by written notice to RASA and Escrow Holder, the City may elect to cancel the Escrow(at which point the full amount of the Renovation Assistance shall be refunded to RASA to the extent RASA has already provided the Renovation Assistance to Escrow), or waive the condition by taking no action and proceeding to Closing.

9. RASA Conditions to Closing. The following shall constitute conditions to the obligations of RASA under this Agreement with respect to the acquisition of the easement interests listed in Section 1.1 and Access Easement (collectively, the "**RASA Conditions**"), each of which must be satisfied prior to the Closing:

9.1 Performance. The City shall have timely performed all of its covenants and obligations under this Agreement required to be performed and complied with by the City on or before the Closing, and shall have granted all necessary approvals in order to effectuate the intent of this Agreement, including final approval of the Parcel Split, and all applicable appeal and challenge periods for a Challenge or Challenges to be brought for all City approvals discussed herein have expired with no such Challenge or Challenges having been brought or filed prior to Closing, or in the event one or more Challenges are brought or filed, they are fully resolved to the Parties' reasonable satisfaction prior to Closing.

9.2 Representations and Warranties. All of the representations and warranties made by the City in this Agreement or in any document, instrument or certificate that shall be delivered by the City to RASA under this Agreement shall be true and correct as of the Closing.

9.3 Delivery of Documents; Recording. The City shall have delivered into Escrow the documents listed in Section 6.1 of this Agreement and Escrow Holder shall record the Quitclaim Deeds.

9.4 Materially Adverse Changes. Following the execution of this Agreement, and until the Closing: (i) no change shall have occurred with respect to the condition of the Tuck-Under Parking Easement Area that could have a material adverse effect on the value of the Tuck-Under Parking Easement Area or its intended use and benefit to RASA; and (ii) no change shall have occurred with respect to any matter that renders untrue any representation or warranty of the City under this Agreement in any material respect.

9.5 Board Approval. All requisite partners of RASA shall have approved of this Agreement and the transactions contemplated hereby.

9.6 Approval of Lenders. All of RASA's lenders (whether private or public) with outstanding loans relating to Casa Bonita shall have approved of this Agreement and the transactions contemplated hereby. In connection with such approvals, if RASA is unable to submit evidence to the City demonstrating that RASA has sufficient capital and/or commitments or other evidence of financial ability to complete the Rehabilitation at least thirty (30) days prior to Closing, then RASA must be in a position to submit to the City, evidence that RASA has secured all third-party consents such that Parcel One can be conveyed free and clear (e.g., Permitted Title Exceptions shall not include any deeds of trust or other security instruments securing any note or other outstanding indebtedness) to the City.

9.7 Approval or Waiver of Conditions. In the event of failure of any of the RASA Conditions noted above, at RASA's sole discretion at the time of such failure by written notice to the City and Escrow Holder, RASA may elect to cancel the Escrow or waive the condition by taking no action and proceeding to Closing.

10. The City's Representations and Warranties. The City makes the following representations, warranties and covenants to RASA the survival of which are governed by Section 10.14, below:

10.1 Due Organization. The City is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of California, and is qualified to do and is doing business in the State of California.

10.2 Municipal Power and Authority. Subject to satisfying all City Requirements, the City has the right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the persons(s) executing this Agreement on behalf of the City have the right, power and authority to do so.

10.3 Enforceability. Subject to satisfying all City Requirements, this Agreement constitutes the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms. Neither this Agreement nor the consummation of any of the transactions contemplated hereby violates or shall violate any provisions of any agreement or document to which the City is a party or to which the City is bound.

10.4 City Requirements. The City's existence and operations within the State of California subject it to characterization as a public municipal corporation obligated to comply with local, state and federal laws, including the rules, regulations and requirements of securing appropriate approvals and undertaking as applicable, any public hearings prior to entering into

certain types of agreements with private parties and the disposition and receipt real property interests, including but not limited to securing City Council approval of this Agreement (collectively, the "**City Requirements**"). The City has properly analyzed the exchanges of the various real property interests listed in Section 1 pursuant to any City Requirements and has taken any pre-Closing actions necessary to ensure any City Requirements are satisfied. To the extent any City Requirements associated with the transactions contemplated by this Agreement apply post-Closing, the City shall fulfill any and all such obligations.

10.5 CEQA Compliance. The City has properly analyzed the exchanges of the various real property interests listed in Section 1 pursuant to any CEQA requirements or exemptions from CEQA and has taken any pre-Closing actions it deems to be necessary to ensure any CEQA requirements are satisfied with regards to the transactions contemplated by this Agreement, including but not limited to the timely and proper filing of Notice(s) of Determination and/or Notice(s) of Exemption, as applicable, upon the City granting of any discretionary approvals contemplated under this Agreement. To the extent any CEQA requirements associated with the transactions contemplated by this Agreement apply post-Closing, the City and RASA shall fulfill any and all such obligations and otherwise cooperate with and assist each other as necessary with regards to such CEQA matters. To the extent necessary, RASA shall be responsible for all fees and costs associated with complying with CEQA obligations relating to this Agreement.

10.6 Title. The City owns the easements for the Parking Structure Easement Area and the Tuck-Under Parking Easement Area and has good and marketable title to its easements and other than the Permitted Title Exceptions no defects, liens, encumbrances, adverse claims, security interests or other matters affecting or clouding title to its easements exists. The City has not alienated, encumbered, transferred, optioned, leased, assigned, or otherwise conveyed its interests or any portion of its interest in the Parking Structure Easement Area or the Tuck-Under Parking Easement Area or any portion thereof, nor has the City entered into any agreement (other than this Agreement) to do so.

10.7 Solvency. The City is not involved with or subject to any insolvency or bankruptcy proceedings such that the vacating of the Parking Structure Easement Area or Tuck-Under Parking Easement Area could be subject to a challenge on this basis or otherwise deemed a preferential transfer or fraudulent conveyance.

10.8 Assessments. Any applicable taxes, penalties, and assessments by any levying authority associated with ownership of the Parking Structure Easement Area or Tuck-Under Parking Easement Area are paid whether in the public record or not; and will be current at Closing.

10.9 Litigation. There are no proceedings by any public or private agency, entity or individual, nor to the City's knowledge has any claim been threatened against or received by the City and the City has no knowledge of any such threat or challenge that may adversely affect its ability to consummate the transactions contemplated hereby.

10.10 Mining Claims. The City has no knowledge of any mining claims, patented or unpatented in existence that are superior to, conflict with, and/or diminish the value of the Parking Structure Easement Area or Tuck-Under Parking Easement Area.

10.11 No Conflicts. To the City's current and actual knowledge, there are no existing claims relating to prior acquisitions of the Parking Structure Easement Area or Tuck-Under Parking Easement Area under CEQA, or any other state or federal law; nor will the Closing of the transaction contemplated by this Agreement in any material respect constitute any violation of any law, ordinance, rule or regulation, or any violation of any administrative or judicial order affecting the Parking Structure Easement Area or Tuck-Under Parking Easement Area.

10.12 No Other Consents Needed. Other than satisfaction of any City Requirements or the City's evaluation of the necessity for CEQA approvals relating to this Agreement CEQA required approvals relating to this Agreement required for the Permanent Transfer Documents under Section 6.1, no consent from any third party or any government agency or authority is required before the City may vacate the Parking Structure Easement Area and Tuck-Under Parking Easement Area and accept title to Parcel One pursuant to this Agreement.

10.13 No Untrue Statements or Omissions. Neither this Agreement nor any of the Exhibits hereto, nor any document, certificate, or statement referred to herein or furnished by the City to RASA in connection with the transactions contemplated herein (whether delivered prior to, simultaneously with, or subsequent to the execution of this Agreement) contains any untrue statement of material fact or omits to state a material fact in any way concerning the Parking Structure Easement Area and Tuck-Under Parking Easement Area or otherwise affecting or concerning the transactions contemplated hereby.

10.14 Survival of the City Representations and Warranties. The representations, warranties and covenants made by the City in this Section 10 are made as of the Effective Date and shall survive the Closing for a period of one (1) year and shall not merge into the Quitclaim Deeds or any other Permanent Transfer Document. Each representation, warranty and covenant of the City that is to survive the Closing shall be deemed remade as of the Closing Date.

11. RASA's Representations and Warranties. RASA makes the following representations, warranties and covenants to the City the survival of which are governed by Section 11.11, below:

11.1 Due Organization. RASA is a duly organized California municipal water district, validly existing, and in good standing under the laws of the State of California.

11.2 Corporate Power and Authority. Subject to obtaining the requisite partner approvals of RASA, RASA has the right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the persons(s) executing this Agreement on behalf of RASA have the right, power and authority to do so.

11.3 Title. RASA owns in fee that portion of the Property identified as Parcel One and the improvements thereon including but not limited to, the Parking Structure and subject to Section 9.6, has good and marketable title thereto, and other than the Permitted Title Exceptions no defects, liens, encumbrances, adverse claims, security interests or other matters affecting or clouding title exists. RASA has not alienated, encumbered, transferred, optioned, leased, assigned, or otherwise conveyed its interests or any portion of its interest in Parcel One or the Parking Structure or any portion thereof, nor has the RASA entered into any agreement (other than this Agreement) to do so.

11.4 Mining Claims. RASA has no knowledge of any mining claims, patented or unpatented in existence that are superior to, conflict with, and/or diminish the value of the Parking Structure Easement Area or Tuck-Under Parking Easement Area.

11.5 Assessments. Any applicable taxes, penalties, and assessments by any levying authority associated with ownership of Parcel One or the Parking Structure are paid whether in the public record or not; and will be current at Closing.

11.6 Enforceability. Subject to obtaining the requisite partner approvals of RASA, this Agreement constitutes the legal, valid and binding obligation of RASA enforceable against RASA in accordance with its terms. Neither this Agreement nor the consummation of any of the transactions contemplated hereby violates or shall violate any provisions of any agreement or document to which RASA is a party or to which RASA is bound.

11.7 Solvency. RASA is not involved with or subject to any insolvency or bankruptcy proceedings such that conveying Parcel One could be subject to a challenge on this basis or otherwise deemed a preferential transfer or fraudulent conveyance.

11.8 Litigation. There are no proceedings by any public or private agency, entity or individual, nor to RASA's knowledge has any claim been threatened against or received by RASA and RASA has no knowledge of any such threat or challenge that may adversely affect its ability to consummate the transactions contemplated hereby.

11.9 No Other Consents Needed. Other than any CEQA required approvals relating to this Agreement, the City Requirements being fully satisfied and fulfilled, and the Approval of Lenders under Section 9.6, no consent from any third party or any government agency or authority is required for RASA to consummate the transactions contemplated by this Agreement.

11.10 No Untrue Statements or Omissions. Neither this Agreement nor any of the Exhibits hereto, nor any document, certificate, or statement referred to herein or furnished by RASA to the City in connection with the transaction contemplated herein (whether delivered prior to, simultaneously with, or subsequent to the execution of this Agreement) contains any untrue statement of material fact or omits to state a material fact in any way concerning Parcel One or otherwise affecting or concerning the transaction.

11.11 Survival of RASA Representations and Warranties. The representations, warranties and covenants made by RASA in this Section 11 are made as of the Effective Date

and shall survive the Closing for a period of one (1) year and shall not merge into the Grant Deed transferring Parcel One or any other Permanent Transfer Document. Each representation, warranty and covenant of RASA that is to survive the Closing shall be deemed remade as of the Closing Date.

12. Mutual Indemnification.

12.1 By the City. The City hereby agrees to defend, indemnify and hold RASA and its partners, officers, directors, trustees, employees, attorneys, agents, contractors, subcontractors, affiliates, successors and assigns free and harmless from and against any and all claims, demands, losses, obligations, costs and expenses (including, without limitation, reasonable attorneys' fees and costs, whether or not any action is filed or prosecuted) arising from or relating to any inspections conducted pursuant to Section 8.6, or any untruth of the representations and warranties made by the City in this Agreement, or otherwise arising from or relating to the City's ownership and use of the Parking Structure, Parking Structure Easement Area, the Alley and the Tuck-Under Parking Easement Area prior to Closing.

12.2 By RASA. RASA hereby agrees to defend, indemnify and hold the City and its officers, directors, trustees, employees, attorneys, agents, contractors, subcontractors, affiliates, successors and assigns free and harmless from and against any and all claims, demands, losses, obligations, costs and expenses (including, without limitation, reasonable attorneys' fees, expert witness fees, and court costs, whether or not any action is filed or prosecuted) arising from or relating to any untruth of the representations and warranties made by RASA in this Agreement.

12.3 Survival. Subject to the provisions of Sections 10.14 and 11.11 of this Agreement, this Section 12 shall survive the Closing.

13. Deliveries and Actions at or Before Closing.

13.1 By the City. On or before the Closing Date or according to the timing otherwise specifically provided for in this Agreement, the City shall deliver to Escrow Holder for use in processing the transactions contemplated by this Agreement: (a) all Permanent Transfer Documents required to be signed and/or provided by the City pursuant to Section 6; (b) a copy of a resolution by the City Council of the City, duly certified by the City's secretary, authorizing the City's execution, delivery and performance of this Agreement; (c) fifty percent (50%) of the Escrow Holder's cost associated with providing its services under this Agreement; (d) an advancement of half the costs associated with perfecting the Permanent Transfer Documents as further detailed under Section 6; and (e) any funds or assessments pro-rated until Closing associated with the Parking Structure Easement Area and the Tuck-Under Parking Easement Area.

13.2 By RASA. On or before the Closing Date, or according to the timing otherwise specifically provided for in this Agreement, RASA shall deliver to Escrow Holder for use in processing the transactions contemplated by this Agreement: (a) all required Permanent Transfer Documents required to be signed and/or provided by RASA pursuant to Section 6; (b) a copy of a corporate resolution, duly certified by RASA's general partner, authorizing RASA's

execution, delivery and performance of this Agreement; (c) an advancement of half the costs associated with perfecting the Permanent Transfer Documents as further detailed under Section 6; (d) fifty percent (50%) of the Escrow Holder's cost associated with providing its services under this Agreement; (e) the Renovation Assistance; and (f) any funds or assessments pro-rated until Closing associated with Parcel One or improvement thereon.

13.3 By the Escrow Holder. Escrow Holder shall:

(a) Fourteen (14) days after the Effective Date or when Escrow Holder is able to complete a calculation as to the estimated costs for its Escrow services (whichever is earlier), Escrow Holder shall provide written notice to the Parties of Escrow Holder's costs associated with providing services under this Agreement and each Party hereto shall thereafter deposit into Escrow fifty percent (50%) of such costs within fourteen (14) days of receipt of such notice.

(b) Thirty (30) days prior to the Closing, contact the County Recorder for Los Angeles County, to ascertain the amount of: (i) any current or past due taxes, penalties or assessments to be paid on the Parking Structure Easement Area and the Tuck-Under Parking Easement Area so that such maybe be pro-rated and current at the Closing Date; and (ii) any fees or costs needed to perfect the Permanent Transfer Documents listed under Section 6. After Escrow Holder secures such information, the Parties shall receive written notice of same to allow for the proper amount of funds to be deposited with Escrow according to each Party's obligations under this Section 13 within five (5) business days of receipt of such notice.

(c) At Closing, record the Quitclaim Deeds, the Grant Deed and provide written notice to the Parties of the date the Quitclaim Deeds and Grant Deed are recorded in accordance with the provisions of this Agreement.

14. Miscellaneous

14.1 Attorneys' Fees. In the event of any action between the Parties for enforcement or interpretation of any of the terms or conditions of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including, without limitation, court costs, attorneys' fees and expert witness fees actually incurred, as awarded by a court of competent jurisdiction.

14.2 Entire Agreement. This Agreement, together with the documents described and referred to herein, contains all of the agreements of the Parties with regard to the transactions contemplated herein, and supersedes all prior agreements, understandings and negotiations, whether written or oral.

14.3 Amendment. This Agreement shall not be modified or amended except by an instrument in writing, duly executed by both Parties.

14.4 Counterparts; Facsimile Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be one and the same document. Each Party agrees that each other

Party may rely upon the facsimile signature of any Party on this Agreement as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement as fully as if this Agreement contained the original ink signature of the Party supplying a facsimile signature.

14.5 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice-of-law or conflicts-of-laws rule or principle. The Parties and Escrow Holder agree that all legal actions (including, without limitation, proceedings at law or in equity) arising out of this Agreement shall be commenced and maintained exclusively in the Los Angeles County Superior Court or any other appropriate court in Los Angeles County, California, or in the United States City Court for the Central City of California. The Parties and Escrow Holder hereby agree to submit to the jurisdiction of any and all such courts and further agree that venue shall be proper only in such courts.

14.6 Headings. The paragraph headings and captions in this Agreement are for convenience only and shall not limit or define the contents of this Agreement.

14.7 Time is of the Essence. Time is of the essence of this Agreement, it being understood that the time for performance of each obligation, including, without limitation, the Closing, has been the subject of negotiation by the Parties. Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal U.S. holiday, then such date automatically shall be extended to the next day which is not a Saturday, Sunday or federal, state or legal U.S. holiday.

14.8 Further Assurances. From time to time prior to and following the Closing, each Party shall, if requested by the other Party, make, execute and deliver to such other Party any such additional deeds, assignments, and other instruments, documents and agreements as may be reasonably necessary or appropriate to confirm the transfer to such other Party of all right, title and interest in and to the water rights transferred to such other Party pursuant to the terms of this Agreement, including any necessary consents to any such instruments and agreements by third parties.

14.9 Notices. All notices, approvals, disapprovals or elections required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, delivered by courier or mailed, certified or registered mail, return receipt requested, to the intended recipient at the following addresses:

If to the City:

THE CITY OF HUNTINGTON PARK
Ricardo Reyes, City Manager
6550 Miles Avenue
Huntington Park, CA 90255
Fax: (____) ____ - ____

with a copy to:

Arnold M. Alvarez-Glasman, Esq.
Huntington Park City Attorney
13181 Crossroads Parkway North
Suite 400, West Tower
City of Industry, CA 91746
Fax: (562) 692-2244

If to RASA:

RASA, L.P.
c/o Western Community Housing, Inc.
Attn: Graham Espley-Jones, President
151 Kalmus Drive, Suite J5
Costa Mesa, CA 92626
Fax: (714) 597-8320

with a copy to:

Gregory P. Powers, Esq.
Jackson Tidus
2030 Main Street, 12th Floor
Irvine, CA 92614
Fax: (949) 752-0597

If to Escrow Holder:

FIRST AMERICAN TITLE COMPANY
Attn: Jeanne Gould
18500 Von Karman Avenue, Suite 600
Irvine, CA 92612
Email: jagould@firstam.com

Personally and courier delivered notices shall be deemed given upon actual personal delivery to the designated address of the intended recipient. Mailed notices shall be deemed given upon the date of actual receipt as evidenced by the return receipt. Notices may also be sent by facsimile, which shall be deemed delivered upon actual receipt (except if a facsimile is sent on a non-business day or after 5:00 p.m. on a business day, in which case the facsimile shall be deemed delivered on the next business day), and written confirmation generated by the sender's equipment shall be *prima facie* evidence of delivery. Any address for notice may be changed from time to time by written notice to the other Party and Escrow Holder in accordance with this Section.

14.10 Liberal Construction. This Agreement constitutes a fully-negotiated agreement among commercially sophisticated Parties, each assisted by legal counsel, and the terms of this Agreement shall not be construed or interpreted for or against any Party hereto because that Party or its legal representative drafted or prepared such provision.

14.11 Severability. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

14.12 No Third Party Benefited. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person or entity, unless expressly provided herein.

14.13 Exhibits. All Exhibits attached hereto are incorporated herein by this reference and made a part of this Agreement.

14.14 Good Faith and Fair Dealing. The Parties hereto acknowledge and agree that the performances required by the provisions of this Agreement shall be undertaken in good faith, and with each of the Parties dealing fairly with each other.

14.15 Number and Gender. As used herein, and as the circumstances require, the plural term shall include the singular, the singular shall include the plural, the neuter term shall include the masculine and feminine genders, the masculine term shall include the neuter and the feminine genders, and the feminine term shall include the neuter and the masculine genders.

14.16 No Brokers. Each Party represents to the other that it has not had any contact or dealings regarding the Tuck-Under Parking Easement Area, or any communication in connection with the subject matter of this Agreement, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the Party through whom the broker or finder makes his claim shall indemnify, defend with counsel of the indemnified Party's choice, and hold the indemnified Party harmless from all expense, loss, damage and claims, including the indemnified Party's attorneys' fees, if necessary, arising out of the broker's or finder's claim.

14.17 Legal Review. Within fourteen (14) days of the Effective Date, RASA shall provide the City with the sum of Five Thousand Dollars (\$5,000.00) for legal review of this Agreement and the transactions contemplated herein, and further funds to cover such expenses up to a maximum of Fifteen Thousand Dollars (\$15,000) upon the City submitting invoices to RASA for any such additional expenses up to the maximum sum.

[NO FURTHER TEXT ON THIS PAGE]

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City and RASA have caused this Agreement to be duly executed as of the Effective Date.

"RASA"

RASA, L.P., a California limited partnership

Rasa, LLC,
a California limited liability company, its general partner

By: _____
Sylvia Fogelman, Managing Manager

Western Community Housing, Inc., a California nonprofit public benefit corporation
its general partner

Graham Espley-Jones, President

"City"

THE CITY OF HUNTINGTON PARK, a municipal corporation

By: _____
_____, Mayor

Attest:

By: _____
_____, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman, City Attorney

By: _____
Gregory Powers, Counsel for RASA
JACKSON TIDUS

ACCEPTANCE OF JOINT ESCROW INSTRUCTIONS

The undersigned, as Escrow Holder in connection with the exchange of the Tuck-Under Parking Easement Area hereby acknowledges the terms and conditions of the joint escrow instructions set forth in the Agreement attached thereto, and agrees to perform its obligations in connection therewith.

Dated as of _____, 2021.

FIRST AMERICAN TITLE COMPANY

By

Jeanne Gould, Sr. Escrow Officer

EXHIBIT "A"

Grant Deed for Parking Structure Easement Area

[*See Following Pages*]

EXHIBIT "B"

Public Parking Easement

[See Following Pages]

EXHIBIT "C"

Quitclaim Deeds

[*See Following Pages*]

EXHIBIT "D"

Grant Deed

[*See Following Pages*]

ITEM NO. 7



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

January 19, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION TO RENEW AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES AND ACCEPT INCREASE IN COST

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider renewal of the crossing guard services agreement; and
2. Determine the length of time of the agreement; and
3. Authorize the City Manager to finalize and execute the agreement.

BACKGROUND

All City Management Services, Inc. provides crossing guard services near school sites selected by the City throughout the community. The latest crossing guard services agreement is expired, however; this has been inconsequential due to the closure of schools caused by the COVID-19 pandemic. Once schools re-open, the City will need to resume crossing guard services in order to enhance the safety of students while crossing streets or intersections during school hours.

All City Management Services, Inc. has been the City's crossing guard services provider for several years and is an industry leader in providing crossing guard services. An RFP for crossing guard services, by the City in 2017, did not render any other competent crossing guard services provider(s) in the crossing guard services industry, nor a more cost effective one.

The current locations being serviced by All City Management Services, Inc. are as follows;

State Street & Broadway Street

CONSIDERATION TO RENEW AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES AND ACCEPT INCREASE IN COST

January 19, 2021

Page 2 of 2

State Street & Hope Street
State Street & Zoe Avenue
State Street & Randolph Street
Gage Avenue & Middleton Street
Gage Avenue and Marconi Street
Santa Fe Avenue & Zoe Avenue
Mountain View Avenue & Saturn Avenue
Florence Avenue & Mission Place
Pacific Boulevard & 58th Street

FISCAL IMPACT/FINANCING

Per the latest crossing guard services agreement, funding is currently approved and budgeted in the FY 20-21 adopted budget at an amount not to exceed \$120,000 – (General Fund account number 111-7022-421.56-41).

The proposed new agreement asks for a 25.97% increase, bringing the not to exceed total cost to \$158,038 (current amended agreement is \$125,460 annually). Should schools go back in session during the remainder of this fiscal year, due to the lapse in service caused by the COVID-19 pandemic, the current budget can absorb the increase in fees without a budget increase.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

- A. All City Management Services, Inc. proposed agreement

ATTACHMENT A



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated October , 2020 and is between the CITY OF HUNTINGTON PARK (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2020 and ends on June 30, 2021 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City of Huntington Park.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-two Dollars and Six Cents (\$22.06) per hour, per Crossing Guard during the term. Based on a minimum of ten (10) sites and upon a projected (7,164) hours of service the cost shall not exceed One Hundred Fifty-eight Thousand and Thirty-eight Dollars (\$158,038.00) per year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

City of Huntington Park

By _____
Signature

Print Name and Title

Date _____

CONTRACTOR

All City Management Services, Inc.

By _____
D. Farwell, Corporate Secretary

Date _____

ITEM NO. 8



CITY OF HUNTINGTON PARK

Federal Funding and Grants Division
City Council Agenda Report

January 19, 2021

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:

PUBLIC HEARING ON THE FISCAL YEAR 2019/2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing to receive any comments; and
2. Close the public hearing; and
3. Adopt the Fiscal Year 2019/2020 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize the City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) at the end of the program year in accordance with U.S. Department of Housing and Urban Development (HUD) guidelines. Due to COVID-19, the City was able to request an extension for submittal. The purpose of the CAPER is to highlight the City's achievements during the fiscal year ending on June 30, 2020 for:

1. Community Development Block Grant (CDBG) and
2. HOME Investment Partnership Act (HOME) Programs

The CAPER reports the City's progress in carrying out its strategic plan (Consolidated Plan) and its action plan (Annual Action Plan). The City is required to prepare a Consolidated Plan every five years prescribing the proposed use of CDBG, HOME, and other applicable federal program monies.

This is the City's fifth CAPER under the 2015/16- 2019/20 Consolidated Plan. The Consolidated Plan identifies the City's overall vision and strategy for addressing housing

**PUBLIC HEARING ON THE FY 2019/20 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT (CAPER)**

January 19, 2021

Page 2 of 3

and non-housing community development needs in Huntington Park, while the Annual Action Plan provides the short-term goals for the implementation of the Consolidated Plan's goals.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Notice of Public Hearing and Public Review was placed in the local paper on December 31, 2020. The Draft CAPER was made available for public review from January 4, 2021 to January 19, 2021.

During FY 2019/20 specifically, the City had available the following federal resources:

The City of Huntington Park received \$1,230,354 in CDBG monies from the FY 2019/20 allocation:

- \$1,230,354 Entitlement Funds

CDBG funds were allocated to several categories:

1. Program Administration
2. Public Service
3. Minor Home Rehabilitation

On December 3, 2019, the City Council approved Substantial Amendment number one (1) in the amount of \$30,000 in CDBG funds for the following projects:

1. The Salvation Army Social Services Program (new project): \$15,000
2. HP Parks and Rec Afterschool Program (increase funding to existing project): \$15,000

On May 19, 2020, the City Council approved Substantial Amendment number two (2) in the amount of \$750,702 in CDBG-CV funds for the following projects:

1. Senior Food Program (new project): \$100,000
2. HP Micro-Enterprise COVID-19 Program (new project): \$250,000
3. HP Emergency Housing Assistance Program (new project): \$250,000
4. The Salvation Army (increase funding to existing project): \$25,000
5. Huntington Park Roomkey Program (new project): \$100,000

PUBLIC HEARING ON THE FY 2019/20 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

January 19, 2021

Page 3 of 3

On June 11, 2020, the City Council approved Substantial Amendment number three (3) in the amount of \$375,702 in CDBG-CV funds for the following projects:

1. The Salvation Army Southeast Communities (current- expand services to include motel/hotel vouchers): \$100,000
2. Emergency Business Assistance Program (modification of existing): \$250,000
3. CDBG-CV Administration- \$25,702

The City of Huntington Park had \$607,124 in HOME entitlement funding for FY 2019/20, as well as carry over funds from prior year:

- \$607,124 Entitlement Funds
- \$1,183,588 Carry Forward Funds

HOME funds were allocated to several categories:

1. Program Administration
2. First Time Homebuyer Program

FY 2019/2020 Programs and Accomplishments

Programs	Accomplishments
HP Afterschool	78 unduplicated youth*
The Salvation Army	96 unduplicated persons*
HP Senior Program	304 unduplicated seniors*
HP Minor Home	<i>14 Households* were qualified for the program; however due to COVID-19 the program had to be delayed. Inspections were completed but no construction was completed.</i>

*Due to COVID-19, the City had to modify their CDBG funded programs. As a result, the City's accomplishments were lower since some of the programs were put on hold.

CDBG Administration, CDBG-CV Administration, HOME Administration and Fair Housing do not require accomplishment data since their activities fall under the administrative category.

CDBG-CV programs did not have accomplishments by June 30, 2020, since the programs were approved near the end of the fiscal year.

**PUBLIC HEARING ON THE FY 2019/20 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT (CAPER)**

January 19, 2021

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CONCLUSION

It is recommended that after conducting the public hearing, the City Council accepts the City's FY 2019/20 Consolidated Annual Performance and Evaluation Report, inclusive of public comments, and authorizes the City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development (HUD).

Respectfully submitted,



Ricardo Reyes
City Manager

ATTACHMENTS

A. Draft Fiscal Year 2019/20 Consolidated Annual Performance and Evaluation Report (CAPER)

ATTACHMENT A



CITY OF HUNTINGTON PARK

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

DRAFT

July 1, 2019- June 30, 2020

**CITY OF HUNTINGTON PARK
FEDERAL FUNDING & GRANTS DIVISION
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255**

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
 This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Huntington Park provided three (3) public services programs with CDBG public service funds in FY19-20. These programs included both City operated and non-profit operated programming that assisted low -moderate income youth, adults and seniors. Near the end of fiscal year, the City accepted additional funding due to the pandemic, titled CDBG-CV in amount of \$750,702. Five (5) CDBG-CV programs were funded in response to the pandemic.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)
 Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the Grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Actual – Program Year	Percent Complete
Planning for Housing and Community Development	Administration	CDBG: \$ / HOME: \$	Other	Other	0	0		200	%
Preserve Existing & Create New Affordable Housing	Affordable Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	6	0	0.00%		

Preserve Existing & Create New Affordable Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	0	0	1	0	0.00%	
Preserve Existing & Create New Affordable Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	75	18	24.00%	28	0	0.00%
Preserve Existing & Create New Affordable Housing	Affordable Housing	CDBG: \$ / HOME: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	15	15	100.00%			
Preserve Existing & Create New Affordable Housing	Affordable Housing	CDBG: \$ / HOME: \$	Other	Other	0	0	8	0	0.00%	
Preserve Existing & Create New Affordable Housing	Affordable Housing	CDBG: \$ / HOME: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	58310	0	0.00%			
Preserve Existing Public Facilities	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	20	0	0.00%			
Provide Economic Opportunity	Non-Housing Community Development	CDBG: \$								

Provide Economic Opportunity	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	45	107	237.78%		
Provide Needed Community Services to LMI Persons	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	58310	64215	110.13%	400	78
Provide Needed Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	58310	126025	216.13%	3000	0
Support Agencies that Assist Homeless Populations	Homeless Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	562	22.48%	110	96
Support Agencies that Assist Special Needs Population and Strengthen Neighborhoods	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	1339	89.27%	300	304
			Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	4500	2656	59.02%	281	0

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

The City of Huntington Park followed the previously approved Consolidated Plan and surveyed the community to ensure the entitlement funds were used accordingly. As a result, the City awarded projects such as homeless services, youth programming and senior programs

CR-10 - Racial and Ethnic composition of families assisted

**Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)**

	CDBG	HOME
White	417	0
Black or African American	6	0
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	423	0
Hispanic	415	0
Not Hispanic	8	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

In addition to the Race information provided above, the City assisted 423 persons of which 415 of them identified themselves with Hispanic ethnicity and 8 identified themselves as non-Hispanic.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,230,354	461,035
HOME	public - federal	1,790,712	62,275
Other	public - federal	750,702	79,541

Table 3 - Resources Made Available

Narrative

Please see chart above. The amount expended this fiscal year was below normal due to COVID-19. As a result, the City had to modify their programs by putting them on hold and or change how the services were provided.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Huntington Park	81	81	City of Huntington Park

Table 4 – Identify the geographic distribution and location of investments

Narrative

Please see chart above.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Not applicable. The City of Huntington Park does not require a match for HOME funds.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year. (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

			Match Contribution for the Federal Fiscal Year					
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period

Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$		Balance on hand at end of reporting period \$
0	0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

Parcels Acquired		0	0		
Businesses Displaced		0	0		
Nonprofit Organizations					
Displaced		0	0		
Households Temporarily Relocated, not Displaced		0	0		
Households Displaced	Total	Minority Property Enterprises			White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	
Number	0	0	0	0	0
Cost	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	38	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	38	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	28	0
Number of households supported through Acquisition of Existing Units	10	0
Total	38	0

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In FY 19-20, the City did not add additional affordable housing units to the housing stock. This fiscal year, the City was dealing with COVID-19 pandemic. The national emergency has placed a lot of projects on hold due to safety and economic concerns; therefore negatively impacting new affordable housing development

Discuss how these outcomes will impact future annual action plans.

The pandemic will have a lasting effect for many years to come. The City will need additional HUD funding and other outside source to fill the gap in financing affordable housing projects.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 13 – Number of Households Served

Narrative Information

N/A The City no longer provides tenant based rental assistance (TBRA).

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Huntington Park Police Department (HPPD) is part of the Southeast Regional Mental Evaluation Team (SERMET), a successful mental health and homeless outreach partnership with the Los Angeles County Department of Mental Health. SERMET facilitates for police officers and mental health clinicians to work together, to provide support and resources to the mentally ill and homeless population in the community, that has often been overlooked due to other service priorities. HPPD uses allocated City Law Enforcement funding to pay the salary of full-time police officer to work exclusively with the SERMET program and to expand on HPPD's current outreach and assistance to the homeless population in the community.

Additionally, City Law Enforcement funding will cover expanded efforts to serve high-risk youth in the community. These efforts largely consist of proactive community outreach, field interactions with homeless individuals and high-risk youth, information to help improve the living situations of those who are homeless, and intervention services for high-risk youth in effort to guide them towards productive activities.

Lastly, local homeless provider, the Salvation Army Southeast Communities, provided a referral service and transportation to the nearby Salvation Army Bell Shelter in the City of Bell. The Bell Shelter assesses the individual needs of homeless persons including case management, supportive and transitional housing, individual or group counseling, a drug and alcohol program, job search assistance, homeless veteran's reintegration, adult education, and a mobile medical clinic. The Salvation Army was CDBG-funded in FY 19/20 and will continue into FY 2020/2021.

Addressing the emergency shelter and transitional housing needs of homeless persons

Huntington Park addressed the emergency and transitional needs of the homeless and other persons needing shelter by actively participating in programs administered by public and quasi-public agencies. While no emergency shelters are located in Huntington Park, a 450 bed regional shelter is located in the adjacent City of Bell.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that

address housing, health, social services, employment, education, or youth needs

The Huntington Park Police Department (HPPD) is part of the Southeast Regional Mental Evaluation Team (SERMET), a successful mental health and homeless outreach partnership with the Los Angeles County Department of Mental Health. SERMET facilitates for police officers and mental health clinicians to work together, to provide support and resources to the mentally ill and homeless population in the community. Resources include outreach, referral services to other institutions, and assistance with housing.

Additionally, Huntington Park continued to contract with a fair housing provider to provide a wide range of fair housing services to ensure equal housing opportunities for its residents. Their services include tenant and landlord workshops, virtual counseling, walk-in clinics (pre-COVID-19), outreach and education.

Homeless Individuals or families and those at-risk of homelessness had the opportunity to get connected to supportive services, treatments, public resources and support groups through the Salvation Army. The City provided CDBG and CDBG-CV funding to the Salvation Army in FY 2019/20:

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In addition to the City's partnership with the Southeast Regional Mental Evaluation Team (SERMET), as discussed above, the City also continues to address the needs of the homeless and those at risk of homelessness, by focusing on the development of sustainable and effective programming, consisting of: applying for short and long-term available funding; partnering with experienced service providers capable of leveraging other funding; creating secure affordable housing; performing homeless case management; and engaging the homeless through a street outreach component in order to connect them to available services. The City's goal is to expand on current homeless programs and activities with a greater emphasis on homeless veterans and families to assist with their successful transition toward self-sufficiency.

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

Huntington Park's Housing Assistance Voucher, formerly known as Section 8, rental assistance program is administered by the Los Angeles County Housing Authority (HACoLA). As of April 2020, HACoLA's Housing Assistance Voucher program assists 22,585 families through a partnership with 8,896 property owners throughout the County. Within Huntington Park, HACoLA administers 471 tenant-based vouchers for low income households (April 2020). There is no public housing within the City of Huntington Park.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City has made the following progress in removing public sector impediments to affordable housing:

- The City has amended its Zoning Code to specifically define transitional and supportive housing and to treat as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone. Emergency homeless shelters are now regulated as a permitted use in the MPD zone, and as a conditionally permitted use in the C-G zone.
- The City has adopted a reasonable accommodation procedure. Through this ordinance, the City can provide reasonable adjustments to its rules, policies, practices and procedures to enable residents with a disability or developers of housing for people with disabilities to have an equal opportunity to access housing in the City.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Huntington Park identified long-range strategies, activities and funding sources to implement the goals in the areas of housing and community development services for the benefit of the residents.

- The City continued to seek other resources and funding sources to address the biggest obstacle to meeting the community's underserved needs, which is the lack of funding and/or inadequate funding.
- The City looked for innovative and creative ways to make its delivery systems more comprehensive and will continue existing partnerships with both for-profit and not-for-profit organizations.
- The City structured its use of HOME funds to concentrate on both affordable rental housing and homeowner rehabilitation programs.
- The City addressed certain housing needs with federal funds such as availability, condition, and fair housing practices to prevent homelessness.
- The City addressed community development needs with federal funds such as infrastructure, improving public facilities and code enforcement.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

As a means to better protect children and families against lead poisoning, in 1999 HUD instituted revised lead-based paint regulations focused around the following five activities:

- **Notification**
- **Lead Hazard Evaluation**
- **Lead Hazard Reduction**
- **Ongoing Maintenance**
- **Response to Children with Environmental Intervention Blood Lead Level**

The Community Development Department coordinated the City's efforts to reduce lead-based paint hazards pursuant to HUD Lead Based Paint Regulations (Title X). To reduce lead in existing housing, all rehabilitation projects funded with CDBG and HOME were tested for lead and asbestos. When a lead-hazard was present, a lead consultant was hired to provide abatement or implementation of interim controls.

In 2009, the City was awarded \$1.57 million which allowed the City to remediate lead hazards from 90 homes. Later in late 2015, the City was awarded a \$1.75 million HUD Lead Based Paint Hazard Control Grant, allowing significant expansion of its lead prevention and abatement activities. The grant enabled the City to identify and remediate lead hazards in residences occupied by lower income families with children, and educate the community about lead poisoning prevention, healthy homes and integrated pest management. This is the second HUD Lead Based Paint Hazard Control Grant awarded to the City of Huntington Park. From FY 2015-2018 64 LEAD Projects were completed.

The City also coordinated with the L.A. County Childhood Lead Prevention Program (CCLPP). CCLPP is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provided the City with the address of any household where there was evidence of lead poisoning or elevated blood levels in children or any other evidence of lead from a physical inspection of a property. The City contacted the property owners and offered financial aid to assist in the abatement of the hazard. The City provided lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

The LEAD program ended in November 2018 and has been concluded as of February 2019.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The 2015-2019 American Community Survey reported that 23.6% of the City residents were living in poverty. Of greatest concern is an increase in the number of individuals and families becoming homeless or at risk of becoming homeless due to poor economic conditions. Major factors affecting the increase in poverty are unemployment and underemployment and climbing costs, especially of safety-net expenditures like insurance and health care, which the 2015-2019 American Survey reported that 18.9% of the City's residents under the age of 65 were living without health insurance.

Based on the Consolidated Plan's Needs Assessment and available resources in program year

2019/20, the City allocated CDBG and HOME funds to support public service programs for the benefit of low to moderate-income residents. The City also expanded and created new partnerships with service providers and community based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency. These actions were achieved by:

The City will fully have complied with Section 3 of the Housing and Community Development Act, which helps foster local economic development and individual self-sufficiency. This set of regulations requires that to the greatest extent feasible, the City provide job training, employment, and contracting opportunities for low or very low-income residents in connection with housing and public construction projects.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

As the recipient of CDBG and HOME funds, the City delegated the Community Development Department to be the lead department responsible for the overall administration of HUD grants. In that regard, the Department prepared the Consolidated Plan and Analysis of Impediments to Fair Housing Choice, drafted the Annual Action Plan and CAPER, as well as all other reports required by federal rules and regulations.

The City worked with non-profit agencies, for-profit developers, advocacy groups, clubs, and organizations, neighborhood leadership groups, City departments and with the private sector to implement the City's five-year strategy to address the priority needs outlined in the Consolidated Plan for Fiscal Years 2015/2016 – 2019/2020. Engaging the community and stakeholders in the delivery of services and programs for the benefit of low to moderate residents was vital in overcoming gaps in service delivery. The City also utilized public notices, Community Workshops and Meetings (as appropriate) (Facebook Live), the City's website, and other forms of media to deliver information on carrying out the Consolidated Plan strategies.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

In an ongoing effort to bridge the gap of various programs and activities, the City developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, low income individuals and families, and other special needs. The array of partners includes, but are not limited to: The Huntington Park Police Department, Parks and Recreation, and Public Works Departments; the Salvation Army; HP Library; HUB Cities; and Fair Housing Foundation. During FY 2019/20, the City continued to foster these partnerships.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The actions listed below are primarily implemented by the Fair Housing Foundation (FHF).

1. Education and Outreach Activities

- In partnership with the FHF, continued multi-faceted fair housing outreach to Huntington Park residents, real estate professionals, apartment owners/managers, bankers and advocacy groups. Distributed multi-lingual fair housing literature to every household in the City through utility bill inserts, the City's quarterly newsletter, or other innovative ways to reach the general public.
- Continued FHF's focused outreach and education to small property owners/landlords on fair housing, and familial status and reasonable accommodation issues in particular. Conducted property manager trainings within Huntington Park on a regular basis, targeting managers of smaller properties and Section 8 landlords.
- Virtual counseling sessions and online workshops

2. Enforcement Activities

- Continued to provide investigation and response to allegations of illegal housing discrimination through the FHF. For cases that cannot be conciliated, refer to the Department of Fair Housing and Employment (DFEH), U.S. Department of Housing and Urban Development (HUD), small claims court, or to a private attorney, as warranted.
- On an annual basis and in coordination with the FHF, review discrimination complaints to assess Huntington Park trends and patterns over time, and tailor fair housing education and outreach accordingly.
- Continue to provide general counseling and referrals over the phone regarding tenant-landlord issues through the Huntington Park Community Development Department and the FHF.
- Continued the collection of national origin data on both discrimination and general housing clients by the Fair Housing Foundation to determine whether discriminatory housing practices are occurring specifically based on national origin.
- Coordinated review of hate crime data on an annual basis between the Huntington Park Police Department and the FHF to evaluate as a potential fair housing issue.

Actions Taken to Overcome Impediments

Monitoring Lending, Housing Providers, and Local Real Estate Practices- In cooperation with FHF, monitored the reasons for denial of home purchase, refinancing and home improvement loans. -- Contacted local lenders in Huntington Park to provide additional education and outreach to the community on the approval process, how to improve credit ratings, and available favorable home purchase tools. -- Helped protect homeowners from mortgage rescue fraud by promoting the use of HUD-certified, non-profit mortgage counseling agencies on the City's website and other means.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City follows monitoring procedures for subrecipients, which includes in-house review of quarterly progress reports and expenditures, and an annual on-site visit to some subrecipients to ensure compliance with federal regulations. The monitoring system encourages uniform reporting to achieve consistent information on beneficiaries. Technical assistance is provided when necessary.

Currently the City is working with all subrecipients of HUD funds by providing technical assistance training. The training includes reviewing HUD regulations on both the programmatic and financial reporting. The training is provided in both, group settings and one-on-one sessions.

Due to COVID-19, the City did not monitor the randomly selected rent restricted affordable units assisted with HOME, CDBG, and the former Redevelopment Agency Housing Set-Aside Funds, and in accordance with 24 CFR 92.504 (d):

- Annual audits for compliance with regulatory agreement affordability covenants; and
- On site visits, which include property inspections of randomly selected units assisted with HOME, CDBG, and former Redevelopment Agency Housing Set- Aside Funds.

In addition, the City encouraged minority business outreach in all of its federally assisted (CDBG and HOME) construction work in excess of \$2,000. As part of the Notice Inviting Bid procedures, the City requires subrecipients undertaking improvements, reconstruction, or rehabilitation of community and private facilities, infrastructure projects, and affordable housing development to make a good faith effort to hire women or minority based businesses and to require equal employment opportunity for all individuals and business concerns.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Pursuant to 24 CFR Part 91, the City solicited public review and comment on the draft 2019/2020 Consolidated Annual Performance and Evaluation Report (CAPER). The public review period is 15 days (January 4, 2021 to January 19, 2021). No comments were received during the review period or at the Public Hearing on January 19, 2021.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Huntington Park feels confident with their program objectives; however, they will focus on the implementation process to ensure the objectives are being met in a timely manner. Additional training and follow-up will be provided to the sub-recipients.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Due to the COVID-19 pandemic, no on site inspections were conducted. Inspections will resume once restrictions and the proper safety procedures are in place.

**Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units.
92.351(b)**

In its Affordable Housing Agreements and DDAs, the City requires developers to adopt and implement affirmative marketing procedures and requirements in accordance with Section 92.351 of the HOME Regulations. Due to pandemic, the City will provide additional time to allow the following housing projects: Huntington Plaza Apartments, Casa Bohita Apartments, and Mosaic Gardens at Huntington Park to submit their Annual Affirmative Marketing Analysis Report.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

No HOME program income was received in Fiscal Year 2019-2020

**Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing).
91.320(j)**

The City contracts with the Fair Housing Foundation to provide outreach to tenants and landlords. The Fair Housing Foundation actively supports and promotes freedom of residence through education, advocacy, and litigation, to ensure that all persons have the opportunity to secure safe and decent housing that they desire and can afford, without regard to their race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income or other characteristics protected by laws. They offer workshops for tenants and landlords, one on one counseling, agency referrals and other related services.