

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda

Tuesday, December 06, 2022

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

Eduardo “Eddie” Martinez
Mayor

Marilyn Sanabria
Vice Mayor

Karina Macias
Council Member



Graciela Ortiz
Council Member

Arturo Flores
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

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing. If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hpcg.gov or Esarmiento@hpcg.gov or by telephone, by calling (323) 584-6297, up to 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. Below is the virtual link and toll free phone number to participate in the meeting.

JOIN VIRTUALLY AT:

<https://zoom.us/j/97897123169?pwd=NkhsNEFacUZCMmJyVFRkOFBsQXZMdz09>

OR PARTICIPATE BY PHONE AT:

- Toll Free: 669-900-9128,
- Meeting ID: 978 9712 3169, then #
- Password: 632516

*ATTENDEES WILL BE MUTED UNTIL THE PUBLIC PARTICIPATION PERIOD IS OPENED. If you are joining by phone, press *9 to be placed in the queue to speak and *6 to unmute your line. Comments from the public are limited to 3 minutes per speaker.*

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 or virtually via the Zoom link provided above.

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 Eduardo "Eddie" Martinez
Vice Mayor Marilyn Sanabria
Council Member Arturo Flores
Council Member Karina Macias
Council Member Graciela Ortiz

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. PROCLAMATION PROCLAIMING NOVEMBER FAMILY COURT AWARENESS MONTH
2. INTRODUCTION OF HUNTINGTON PARK K9 ORI
3. CERTIFICATE OF RECOGNITION TO LOCAL BUSINESSES AND VOLUNTEERS

FOR HALLOWEEN EVENT SPONSORSHIP
4. CERTIFICATE OF RECOGNITION TO LOS ANGELITOS BAKERY FOR THIRTY YEARS OF BUSINESS IN HUNTINGTON PARK

PUBLIC COMMENT

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing, 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 – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4)
Consideration of initiation in one potential case
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

1. CITY COUNCIL MEETING MINUTES

RECOMMENDED THAT CITY COUNCIL:

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

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated December 06, 2022;

PUBLIC WORKS

3. SECOND READING OF ORDINANCE NO. 2022-03 AMENDING ARTICLE 4 "MANDATORY WATER CONSERVATION" IN CHAPTER 5 "WATER SYSTEM" AT TITLE 6 "SANITATION AND HEALTH" OF THE HUNTINGTON PARK MUNICIPAL CODE

RECOMMENDED THAT CITY COUNCIL:

1. Waive the full second reading and adopt by title Ordinance No. 2022-03.

COMMUNITY DEVELOPMENT

4. SECOND READING OF THE CITY OF HUNTINGTON ORDINANCE 2022-02 AMENDING ORDINANCE 2016-952 AND ESTABLISHING A RESOLUTION FOR FEES ASSOCIATED WITH RECREATIONAL MARIJUANA LICENSES

RECOMMENDED THAT CITY COUNCIL:

1. Waive full second reading and adopt by title Ordinance 2022-02 amending Ordinance 2016-952.

END OF CONSENT CALENDAR

REGULAR AGENDA

POLICE DEPARTMENT

5. CONSIDERATION AND APPROVAL TO PURCHASE AN AUTOMATED LICENSE PLATE READER (ALPR) CAMERA SYSTEM WITH YEAR 2020 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT FUNDS

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the requisition of State Homeland Security Program (SHSP) grant funds from account number 230-7134-421.74-10, for the purchase of an Automated License Plate Recognition (ALPR) camera system in the amount of \$157,319.34; and
2. Approve the purchase of eleven (11) ALPR cameras, associated hardware,

warranty, and hosted software service from the most responsible bidder; Motorola Solutions, LLC (formerly Vigilant Solutions), to be installed at nine (9) intersections throughout the City; and

3. Authorize the City Manager to enter into an agreement with Motorola Solutions to purchase the hardware, software and service necessary to install, operate and maintain the ALPR system; and
4. Authorize the Chief of Police to oversee the installation of the ALPR system, complete the project, and operate the system; and
5. Provide an opportunity for public comment pursuant to California Civil Code 1798.90.55.

PARKS AND RECREATION

6. CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATION AND EXPENDITURES IN 2022-2023 FISCAL YEAR BUDGET FOR THE CITY OF HUNTINGTON PARK'S COMMUNITY TOY DISTRIBUTION

RECOMMENDED THAT CITY COUNCIL:

1. Approve a budget appropriation to provide community toys & services for the City of Huntington Park's Toy Distribution in 2022-2023 Fiscal Year Budget; and
2. Authorize the City Manager to budget \$25,000 in the 2022-2023 Fiscal Year budget.

PUBLIC WORKS

7. CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP 2022-01 SB1 SLURRY SEAL PROJECT FY 2022-23

RECOMMENDED THAT CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2022-01 SB1 Slurry Seal Project FY 2022-23 contract specifications for bidding purposes; and
3. Authorize staff to proceed with bid advertisement for construction.

8. RESOLUTION AUTHORIZING THE CITY MANAGER AS THE CITY'S DESIGNEE TO EXECUTE THE SAFE CLEAN WATER PROGRAM FUNDING TRANSFER AGREEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution (Attachment A) designating the City Manager as the

designee to sign and execute the Safe Clean Water Program Funding Transfer Agreement (Attachment B).

9. RESOLUTION AUTHORIZING THE CITY MANAGER AS THE CITY'S DESIGNEE TO EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE SUBMITTAL OF THE 2022 URBAN COMMUNITY DROUGHT RELIEF GRANT PROGRAM APPLICATION

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution designating the City Manager to sign and execute all documents associated with the submittal of the 2022 Urban Community Drought Relief Grant Program application.

CITY CLERK

10. REAPPOINTMENT OR APPOINTMENT OF CITY COUNCIL MEMBER TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

RECOMMENDED THAT CITY COUNCIL:

1. Appoint Councilmember or consider reappointing Vice Mayor Sanabria to the Los Angeles County Vector Control District Board of Trustees for a two (2) year or four (4) year term at the discretion of the City Council.

CITY MANAGER

11. CONSIDERATION AND POSSIBLE APPROVAL OF COMPENSATION PLAN AND PERSONNEL RULES FOR NON-REPRESENTED EMPLOYEES

RECOMMENDED THAT CITY COUNCIL:

1. Consider and possibly approve the compensation plan and personnel rules for non-represented employees.

12. CONSIDERATION AND APPROVAL OF INTERIM FINANCE DIRECTOR AGREEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Resolution authorizing an agreement with MuniTemps to provide temporary Interim Finance Director staffing services; and
2. Approve and appropriation in the amount of \$135,000 from account # 111-0220-411.32-70 for temporary Interim Finance Director staffing services; and
3. Authorize the Mayor to execute the Resolution for temporary Interim Finance Director staffing services.

COMMUNITY DEVELOPMENT

13. CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICE AGREEMENT (PSA) TO PROVIDE ENVIRONMENTAL AND GEOTECHNICAL SERVICES IN SUPPORT OF THE EQUITABLE COMMUNITY REVITALIZATION GRANT (ECRG) PROGRAM FOR THE COMMUNITY WIDE ASSESMENT (CWA) COMPONENT.

RECOMMENDED THAT CITY COUNCIL:

1. Approve a Professional Service Agreement (PSA) with Geosyntec Consultants, Inc. (Geosyntec) to provide environmental and geotechnical services in support of the Equitable Community Revitalization Grant (ECRG) Program for the Community Wide Assessment (CWA) component; and
2. Appropriate the amount of \$290,000 from the ECRG-CWA Grant approved by the California Environmental Protection Agency's Department of Substance Control's Office of Brownfields (DTSC), and up to \$290,000 is to be reimbursed to the City by the DTSC; and
3. Authorize the City Manager to execute the Professional Service Agreement.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Karina Macias

Council Member Arturo Flores

Vice Mayor Marilyn Sanabria

Mayor Eduardo "Eddie" Martinez

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, December 20, 2022 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 1st day of December 2022.



Eduardo Sarmiento, City Clerk

ITEM NO. 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, November 15, 2022

The City Council hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing conducted this meeting in accordance with .

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, November 15, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Eduardo "Eddie" Martinez presiding.

PRESENT: Councilmember(s): Graciela Ortiz, Karina Macias, Arturo Flores, Vice Mayor Sanabria, and Mayor Eduardo "Eddie" Martinez.

ABSENT: None

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Cesar Roldan Director of Public Works; Raul Alvarez Assistant City Manager; Eduardo Sarmiento, City Clerk; Cosme Lozano Police Chief, John Balderas, Finance Manager; Steve Foster Director of Community Development; Sergio Infanzon Director of Communications; Araceli Almazan City Attorney, Cynthia Norzagaray Director of Parks & Recreation.

INVOCATION

Invocation was led by Mayor Martinez.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Sanabria

PRESENTATION(S)

1. PROCLAMATION PROCLAIMING NOVEMBER DIABETES AWARENESS MONTH
2. PROCLAMATION PROCLAIMING NOVEMBER SUBSTANCE ABUSE AWARENESS MONTH
3. PROCLAMATION CELEBRATING MARINE CORPS BIRTHDAY

PUBLIC COMMENTS

The following people provided public comment:

1. Veronica Rangel

STAFF RESPONSE

City Manager Ricardo Reyes addressed the concern regarding the public restrooms at Keller Park. He stated that the city is aware of the situation and shared how these restrooms are constantly being vandalized. He added that the Public Works team is

working diligently to keep the restrooms operable and accessible. Public Works is collaborating with the administration team to come up with a strategy on how to address the issue while still keeping the restrooms open.

CLOSED SESSION

City Attorney Araceli Almazan stated that it is appropriate to recess to closed session. Mayor Martinez recessed into closed session at 6:35 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington
Park Los Angeles Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Catalina Peraza Workers Comp Settlement

Mayor Martinez reconvened the Council meeting from Closed Session at 7:28 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with all five Councilmembers present the one (1) item listed on the closed session agenda was discussed. Regarding item one (1) Council was briefed and no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

Prior to a motion Councilmember Flores stepped away from the dais.

MOTION: Councilmember Macias moved to approve the consent calendar, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

STEPPED AWAY: Councilmember Flores

1. CITY COUNCIL MEETING MINTUES

Approve Minute(s) of the following City Council Meeting(s):
1-1 Regular City Council Meeting held November 15, 2022

2. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE

CITY TO CONTINUE ITS TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution authorizing the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

FINANCE

3. CHECK REGISTERS

Approve Accounts Payable and Payroll Warrant(s) dated November 15, 2022

COMMUNITY DEVELOPMENT

4. CONSIDERATION AND APPROVAL OF PUBLICLY VISIBLE ART AT PROPERTY LOCATED AT 1900 EAST 64TH STREET

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Publicly Visible Art for the existing business located at 1900 East 64th Street.

5. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO HUB CITIES CAREER CENTER FOR BUSINESS ASSISTANCE PROGRAM SERVICES

1. Award a One (1) year professional service agreement (PSA) to the sole responsive proposer, Hub Cities Career Center for a not-to-exceed amount of \$80,000;
2. Authorize the City Manager to execute the PSA.

POLICE DEPARTMENT

6. TRANSPARENT REVIEW OF UNJUST TRANSFERS AND HOLDS (TRUTH) ACT COMMUNITY FORUM

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Government Code section 7283.1, present this item as a Community Form to inform members of the public of access to individual(s) granted to Immigration and Customs Enforcement agency by the Huntington Park Police Department during 2021; and
2. Receive and file this information provided by the Huntington Park Police Department regarding Immigration and Customs Enforcement agency access to individuals in 2021.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

7. CONSIDERATION AND APPROVAL OF THE 2022 GENERAL PLAN ANNUAL PROGRESS REPORT

MOTION: Vice Mayor Sanabria moved to approve the 2022 General Plan Annual Progress Report, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

STEPPED AWAY: Councilmember Flores

8. CONSIDERATION AND APPROVAL TO AWARD LETTER AGREEMENT TO PROVIDE AMERICAN RESCUE PLAN ACT (ARPA) REPORTING SERVICES

MOTION: Vice Mayor Sanabria moved to award a letter agreement as it relates to ARPA Reporting Services for reporting years of 2022 and 2023, to Michael Baker International (MBI) in the amount of \$18,500; and authorize the City Manager to execute the agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

STEPPED AWAY: Councilmember Flores

PUBLIC WORKS

9. CONSIDERATION AND APPROVAL TO ADOPT VIA RESOLUTION THE TRAFFIC ENGINEERING SPEED STUDY UPDATE FOR THE EASTBOUND AND WESTBOUND SEGMENT OF RANDOLPH STREET BETWEEN ALAMEDA STREET AND SANTA FE AVENUE

MOTION: Vice Mayor Sanabria moved to approve Resolution adopting the Traffic Engineering Speed Study update for the eastbound and westbound segments of Randolph Street between Alameda Street to Santa Fe Avenue; and adopt the As-built striping plan for the eastbound and westbound segments of Randolph Street between Alameda Street to Santa Fe Avenue, seconded by Mayor Martinez.

SUBSTITUTE MOTION: Prior to a vote Councilmember Ortiz made a substitute motion to continue the item to the first regular City Council meeting in December.

Vice Mayor Sanabria withdrew her original motion and seconded Councilmember Ortiz motion to continue the item to the first regular City Council meeting in December. Motion carried by unanimous consent.

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

NOES: None

10. APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-01

MOTION: Vice Mayor Sanabria moved to approve acceptance of work performed by Palp, Inc. dba Excel Paving Co. for the construction of CIP 2020-01 SB1 Street Enhancement Project; and authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and release the 5% retention in the amount of \$78,645.51 to Palp, Inc. dba Excel Paving Co. 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

CITY ATTORNEY

11. CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO CITY MANAGER AGREEMENT; AND

CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO CHIEF OF POLICE AGREEMENT; AND

CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO DIRECTOR OF PARKS AND RECREATION AGREEMENT; AND

CONSIDERATION AND APPROVAL OF COMMUNITY DEVELOPMENT DIRECTOR AGREEMENT.

MOTION: Vice Mayor Sanabria moved to approve the Amendments to the Employment Agreements of the City Manager, Chief of Police and Director of Parks and Recreation and approve the Employment Agreement for the Community Development Director; and authorize Mayor to execute the various amendments and agreements, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

and Mayor Martinez

NOES: None

12. CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO THE ACCOUNTING/FINANCE SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND KAJIWARA COMMUNICATIONS

MOTION: Vice Mayor Sanabria moved to approve the Second Amendment to the Accounting/Finance Services Professional Services Agreement between the City of Huntington Park and Kajiwara Communications; and authorize the City Manager to execute the second amendment to the agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

END OF REGULAR AGENDA

PUBLIC HEARINGS

PUBLIC WORKS

13. PUBLIC HEARING TO ADOPT AN ORDINANCE AMENDING ARTICLE 4 “MANDATORY WATER CONSERVATION” IN CHAPTER 5 “WATER SYSTEM” AT TITLE 6 “SANITATION AND HEALTH” OF THE HUNTINGTON PARK MUNICIPAL CODE

Mayor Martinez opened the public hearing at 7:08 p.m. No public comments were provided, and the public hearing was closed at 7:09 p.m. City Council then proceeded to deliberate on the item.

MOTION: Vice Mayor Sanabria moved to adopt an ordinance amending the City’s Municipal Code, Article 4 “Mandatory Water Conservation” in Chapter 5 “Water System” at Title 6 “Sanitation and Health.”, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

COMMUNITY DEVELOPMENT

14. REVOCATION OF MEDICAL MARIJUANA BUSINESS LICENSE (MMBP) 16-04 FOR BUSINESS LOCATED AT 5925 SOUTH ALAMEDA STREET #B

Mayor Martinez opened the public hearing at 7:10 p.m. Comments were provided by

City Staff, State Cannabis Control representatives, and business owner. The discussion centered around the the City's findings that lead to the business license revocation hearing. The public hearing was closed at 7:54 p.m. City Council then proceeded to deliberate on the item.

MOTION: Councilmember Ortiz moved to revoke Medical Marijuana Business License No. 16-04 for business located at 5925 South Alameda Street, Suite B with the findings therein, seconded by Vice Mayor Sanabria. Motion carried by unanimous consent.

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

NOES: None

15. CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON ORDINANCE 2022-02 AND RESOLUTION No. 2022-38 AMMENDING ORDINANCE 2016-952 AND ESTABLISHING A RESOLUTION FOR FEES ASSOCIATED WITH RECREATIONAL MARIJUANA LICENSES.

Mayor Martinez opened the public hearing at 7:57 p.m. No public comments were provided, and the public hearing was closed at 7:58 p.m. City Council then proceeded to deliberate on the item.

MOTION: Councilmember Ortiz moved to approve Ordinance 2022-02 amending Ordinance 2016-952; and approve Resolution No. 2022-38 establishing fees associated with operations of recreational marijuana licenses, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

16. CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK, ENVIRONMENTAL JUSTICE ELEMENT

Mayor Martinez opened the public hearing at 7:59 p.m. No public comments were provided, and the public hearing was closed at 8:00 p.m. City Council then proceeded to deliberate on the item.

MOTION: Councilmember Ortiz moved adopt Resolution No.2022-39 adding the Environmental Justice Element to the City of Huntington Park General Plan; and find that the Environmental Justice Element exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) – Common sense Exemption, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

DEPARTMENTAL REPORTS

City Manager Reyes thanked the City Council for approving the amendment to his contract and continuing to trust his efforts as City Manager.

City Attorney Arnold Alvarez-Glasman wished everyone a happy and safe Thanksgiving.

Ms. Norzagaray, Director of Parks and Recreation also thanked City Council for approving the amendment to her contract. She then thanked everyone who participated in the Halloween event at Keller Park and made it a successful event. She then shared information regarding upcoming events and food distributions in the city. She closed by wishing everyone a happy Thanksgiving.

Mr. Forster, Director of Community Development expressed his humble gratitude to the City Council for approving the contract making him the Community Development Director. He also thanked the administrative team, residents of Huntington Park, and family for their support during his career.

Chief Lozano also thanked the City Council for their continued support and leadership in trusting him to lead the Police Department. He also thanked Council on behalf of the men and women of the police department who also need their continued support and leadership.

Mr. Infanzon, Director of Communications provided an update on upcoming city events and giveaways for Thanksgiving and encouraged everyone to visit the city website for additional information.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz began by congratulating those directors whose contracts were approved, and officially welcomed Steve Forster as the Director of Community Development. She also thanked all staff and directors for their hard work and nimbleness in assisting Council with request and projects. She then mentioned that November is Men's Health month and encouraged all men to stay well and take care of themselves. She closed by wishing everyone a happy Thanksgiving.

Councilmember Macias thanked staff for all their hard work. She echoed Councilmember Ortiz comments in thanking staff for their commitment and diligence in providing the various services to residents. She then wished everyone a happy Thanksgiving.

Councilmember Flores began by reiterating his excitement about the opening of Target in Huntington Park and thanked staff and Director Forster for all the efforts in getting the project completed. He then thanked all the volunteers from Huntington Park High School for their help distributing turkeys at the recent turkey giveaway event. He also thanked

Director of Parks and Recreation Cynthia Norzagaray and Director Infanzon for organizing and executing the turkey giveaway event. He then highlighted all the street paving and repair happening around the city and thanked the Public Works team and director Cesar Roldan for their efforts. Mr. Flores then acknowledged the entire executive team for their good work and emphasized that the approval of their contracts reaffirms Council confidence in the work they are doing. He closed by thanking the residents for their participation in tonight's Council meeting.

Vice Mayor Sanabria began by reflecting and sharing her thankfulness for every staff member. She emphasized how staff has faced adversity in the form of a pandemic and other challenges and are now better for it. She also thanked staff for a successful Veterans Day event held at Keller Park.

Mayor Martinez began by thanking staff for keeping everyone safe and congratulated those staff members whose contracts were approved, emphasizing the importance of keeping talented individuals on staff. He then mentioned how the city presents proclamations for various causes like cancer awareness or diabetes awareness and the importance of having those conversations year-round to empower one another regarding these important issues.

ADJOURNMENT

Mayor Martinez adjourned the meeting at 8:11 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday December 06, 2022 at 6:00 pm

Respectfully submitted



Eduardo Sarmiento, 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 Financing Authority |
| 535 | Street Lighting and Landscape |
| 681 | Water Department Fund |
| 741 | Fleet Maintenance |
| 745 | Self-Insurance Fund |

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| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|-------------------------------------|----------------|--------------------|---------------------------|--------------------|
| ACCESS AUTO GLASS LLC | 1101 | 741-8060-431.43-20 | CAR PARTS FOR PD UNITS | 245.00 |
| | | | | \$245.00 |
| ADLERHORST INTERNATIONAL LLC | 109077 | 111-7010-421.59-15 | K9 RELATED EXPENSES | 1,933.33 |
| | 109065 | 111-7010-421.61-20 | K9 RELATED EXPENSES | 1,707.84 |
| | | | | \$3,641.17 |
| AFTERMATH SERVICES LLC | JC2022-7926 | 111-7022-421.61-24 | BIO HAZARD CLEAN UP | 1,050.00 |
| | | | | \$1,050.00 |
| ALADDIN LOCK & KEY SERVICE | 32550 | 111-8020-419.43-15 | KEYS FOR PW | 770.10 |
| | 32534 | 741-8060-431.43-20 | KEYS FOR PW | 55.76 |
| | 32615 | 741-8060-431.43-20 | KEYS FOR PW | 58.02 |
| | 32617 | 741-8060-431.43-20 | KEYS FOR PW | 55.77 |
| | | | | \$939.65 |
| ALAN'S LAWN AND GARDEN CENTER, INC. | 1123232 | 535-8090-452.61-20 | HANDLE FOR BLOWER | 42.62 |
| | 1117248 | 741-8060-431.43-20 | REPAIRS CONCRETE CUTTER | 264.92 |
| | 1121065 | 741-8060-431.43-20 | REPAIRS TO CONCRETE MIXER | 149.76 |
| | | | | \$457.30 |
| ALL CITY MANAGEMENT SERVICES, INC. | 80999 | 111-7022-421.56-41 | SCHOOL CROSSING GUARD SVC | 12,580.56 |
| | | | | \$12,580.56 |
| AMAZON.COM SERVICES, INC. | 1V7M-XV3K-6K7W | 239-6065-466.61-20 | SENIOR PROGRAM SUPPLIES | 456.03 |
| | | | | \$456.03 |
| AT&T | 000019020598 | 111-7010-421.53-10 | PD PHONE SVC DISPATCH | 542.90 |
| | 11/5-12/4 | 121-7040-421.56-14 | PD INMATE PHONE SERVICE | 59.90 |
| | | | | \$602.80 |
| AT&T PAYMENT CENTER | 9/28-10/27 | 111-7010-421.53-10 | PD PHONE SERVICE | 3,210.01 |
| | | | | \$3,210.01 |
| AUTO ZONE | 4075391986 | 219-8085-431.43-21 | CAR PARTS FOR PW SHUTTLE | 59.74 |
| | 4075403418 | 219-8085-431.43-21 | CAR PARTS FOR TROLLEY | 214.98 |
| | 4075402759 | 741-8060-431.43-20 | CAR PARTS FOR POLICE UNIT | 44.51 |
| | | | | \$319.23 |
| BDG LAW GROUP | 31815 | 745-9030-413.32-70 | LEGAL SVCS OCTOBER 2022 | 25,119.04 |
| | | | | \$25,119.04 |
| BENEFIT ADMINISTRATION CORPORATION | 6030911-IN | 111-2030-413.56-41 | FLEX ADMIN FEES OCT | 50.00 |
| | | | | \$50.00 |
| CAMPAIGNREP INC | CRHPMRI0722 | 111-0210-413.56-41 | SOFTWARE SERVICES JULY | 6,650.00 |
| | CRHPMRI0822 | 111-0210-413.56-41 | SOFTWARE SERVICES AUG | 6,650.00 |
| | CRHPMRI0922 | 111-0210-413.56-41 | SOFTWARE SERVICES SEPT | 6,650.00 |
| | CRHPMRI1022 | 111-0210-413.56-41 | SOFTWARE SERVICES | 6,650.00 |
| | CRHPPPI0722 | 111-0210-413.56-41 | SOFTWARE SERVICES JULY | 5,030.15 |
| | CRHPPPI0822 | 111-0210-413.56-41 | SOFTWARE SERVICES AUG | 903.22 |
| | CRHPPPI0922 | 111-0210-413.56-41 | SOFTWARE SERVICES SEPT | 933.13 |
| | CRHPPPI1022 | 111-0210-413.56-41 | SOFTWARE SERVICES OCT | 488.45 |
| | | | | \$33,954.95 |

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|-------------------------------------|-----------------|--------------------|--------------------------------|---------------------|
| CENTRAL BASIN MWD | HP-OCT22 | 681-8030-461.41-00 | IMPORTED WATER OCTOBER | 155,117.61 |
| | | | | \$155,117.61 |
| CENTRAL FORD | 16610 | 219-8085-431.43-21 | CAR PARTS FOR SHUTTLE | 161.67 |
| | 16810 | 219-8085-431.43-21 | CAR PARTS FOR SHUTTLE | 112.31 |
| | 16955 | 219-8085-431.43-21 | CAR PARTS FOR PW | 420.27 |
| | 15684 | 741-8060-431.43-20 | CAR PARTS FOR PD | 38.49 |
| | 16312 | 741-8060-431.43-20 | CAR PARTS FOR POLICE UNIT | 284.35 |
| | 16406 | 741-8060-431.43-20 | CAR PARTS FOR POLICE UNIT | 88.64 |
| | 16668 | 741-8060-431.43-20 | CAR PARTS FOR POLICE UNIT | 899.58 |
| | 16772 | 741-8060-431.43-20 | CAR PARTS FOR POLICE UNIT | 446.79 |
| | 16814(16813) | 741-8060-431.43-20 | CAR PARTS FOR POLICE UNIT | 28.22 |
| | 16848 | 741-8060-431.43-20 | CAR PARTS FOR POLICE UNIT | 19.23 |
| | 17065 | 741-8060-431.43-20 | CAR PARTS FOR PW | 817.42 |
| | | | | \$3,406.01 |
| CHACON SYLVIA | HP100002222 | 111-0000-351.10-10 | CITATION DISMISSED | 55.00 |
| | | | | \$55.00 |
| CHAMPION CJD | 675803 | 741-8060-431.43-20 | CAR PARTS FOR PD UNITS | 193.60 |
| | | | | \$193.60 |
| CHARTER COMMUNICATIONS | 0467069110722 | 111-7010-421.53-10 | POLICE FIBER INTERNET | 1,490.02 |
| | 0511379111322 | 111-7010-421.53-10 | INTERNET CLOUD BACK UP PD | 159.98 |
| | 0514415103022 | 111-7010-421.53-10 | INTERNET AND SECURITY SUITE PD | 669.85 |
| | 0444795110222 | 111-9010-419.53-10 | CITY HALL BACKUP INTERNET | 1,999.00 |
| | 0389644103122 | 121-7040-421.56-14 | TV SVCS- JAIL AREA | 356.51 |
| | | | | \$4,675.36 |
| CINTAS CORPORATION NO 3 | 4135193588 | 741-8060-431.56-41 | DRY CLEANING - PW | 419.46 |
| | 4135878950 | 741-8060-431.56-41 | DRY CLEANING - PW | 402.66 |
| | | | | \$822.12 |
| CITY TRAFFIC COUNTERS | 301100 | 111-8080-431.61-20 | TRAFFIC COUNTS MOUNT VIEW | 425.00 |
| | | | | \$425.00 |
| COLIMA GLASS & WINDOW CORP | 4793 | 111-8023-451.43-20 | WINDOW REPLACEMENT PARK | 750.00 |
| | | | | \$750.00 |
| COMMERCIAL TIRE COMPANY | 1-175720 | 219-8085-431.43-21 | TIRE SVC FOR PW SHUTTLE | 180.00 |
| | 1-175878 | 741-8060-431.43-20 | CAR PARTS FOR PW UNIT | 191.63 |
| | | | | \$371.63 |
| COPQUEST INC. | C22679588 | 111-7022-421.61-24 | CUSTOM PATCHES | 218.73 |
| | | | | \$218.73 |
| COUNTY OF L.A. DEPT OF PUBLIC WORKS | RE-PW-221107022 | 221-8014-429.56-41 | TRAFFIC SIGNAL MAINT SVC | 2,029.23 |
| | | | | \$2,029.23 |
| CR&R INCORPORATED | 141724 | 111-8027-431.56-59 | WASTE & RECYCLING SVC | 16,680.00 |
| | | | | \$16,680.00 |

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| DAPEER, ROSENBLIT & LITVAK | 20841 | 111-0220-411.32-70 | LEGAL SVCS | 90.00 |
| | | | | |
| DATA TICKET INC. | 140944 | 111-3010-415.56-41 | BUSINESS LICENSE | \$90.00 |
| | 144648 | 111-7010-421.61-20 | CODE ENFORCEMENT CITATION | 12.50 |
| | 139722 | 111-7065-441.61-20 | CODE ENFORCEMENT CITATION | 22.50 |
| | 144543 | 111-7065-441.61-20 | CODE ENFORCEMENT CITATION | 48.00 |
| | | | | 31.50 |
| | | | | \$114.50 |
| DAY WIRELESS SYSTEMS | INV749634 | 111-7010-421.56-41 | RADIO EQUIPMENT MAINT | 1,696.90 |
| | | | | |
| DE LAGE LANDEN | 77624327 | 111-1010-411.59-15 | PRINTER LEASE -CC | \$1,696.90 |
| | 77924292 | 111-1010-411.59-15 | PRINTER LEASE -CC | 2,396.11 |
| | | | | 2,196.73 |
| | | | | \$4,592.84 |
| DEPARTMENT OF JUSTICE | 614710 | 111-7030-421.56-41 | FINGERPRINT APPS | 130.00 |
| | | | | |
| DUNN EDWARDS CORPORATION | 2009A03177 | 111-8095-431.61-50 | PAINT GRAFFITI REMOVAL | \$130.00 |
| | | | | |
| EADIE AND PAYNE, LLP | 140700 | 111-3010-415.32-40 | AUDIT SERVICES | \$1,288.92 |
| | 141089 | 111-3010-415.32-40 | AUDIT SERVICES | 14,600.00 |
| | 142620 | 111-3010-415.32-40 | AUDIT SERVICES | 4,050.00 |
| | 142848 | 111-3010-415.32-40 | AUDIT SERVICES | 10,307.00 |
| | 143104 | 111-3010-415.32-40 | AUDIT SERVICES | 3,745.00 |
| | | | | 15,105.00 |
| | | | | \$47,807.00 |
| ELEC NOR BELCO ELECTRIC, INC | 14-0726-003 | 202-8080-431.76-20 | CONSTRUCTION MGMT | 145,500.00 |
| | | | | |
| EXCEL PAVING COMPANY | 6-26907 | 111-0000-206.00-00 | RETENTION PAYMENT | \$145,500.00 |
| | 6-26907 | 221-0000-206.00-00 | RETENTION PAYMENT | 45,818.03 |
| | 3 | 221-8010-431.76-12 | ST ENHANCEMENT PROJECT | 32,827.48 |
| | 3 | 239-8010-431.76-12 | ST ENHANCEMENT PROJECT | 197,810.00 |
| | | | | 1,043,781.00 |
| | | | | \$1,320,236.51 |
| EXPRESS TRANSPORTATION SERVICES LLC | HPE11012022 | 111-0000-362.20-15 | FIXED ROUTE TRANSIT SVCS | -2,500.00 |
| | HPE11012022 | 219-0000-340.30-00 | FIXED ROUTE TRANSIT SVCS | -1,832.00 |
| | HPE11012022 | 219-8085-431.56-43 | FIXED ROUTE TRANSIT SVCS | 32,572.83 |
| | DAR11012022 | 219-8085-431.56-45 | HP DIAL A RIDE NOV | 69,183.33 |
| | HPE11012022 | 220-8085-431.56-43 | FIXED ROUTE TRANSIT SVCS | 32,572.83 |
| | HPE11012022 | 222-8010-431.56-43 | FIXED ROUTE TRANSIT SVCS | 32,572.84 |
| | | | | \$162,569.83 |
| FERGUSON ENTERPRISES INC | 1980325 | 111-8023-451.43-10 | PARTS TO INSTALL AT PARKS | 149.87 |
| | 1935981 | 111-8024-421.43-10 | PLUMBING SUPPLIES FOR PD | 610.44 |
| | 1943766 | 111-8024-421.43-10 | SUPPLIES FOR PD RESTROOM | 33.23 |
| | | | | \$793.54 |
| FIRST CHOICE SERVICES | 762847 | 111-9010-419.61-20 | CITY WIDE COFFEE SUPPLY | 71.61 |
| | | | | \$71.61 |

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| FORENSIC NURSE SPECIALISTS, INC. | 5273 | 111-7030-421.56-16 | SART EXAM | 1,000.00 |
| | | | | \$1,000.00 |
| GOLDEN WEST COLLEGE | 11102022 | 111-7010-421.59-20 | SWAT ACADEMY | 351.00 |
| | | | | \$351.00 |
| GUTIERREZ BACKGROUND INVESTIGATIONS | 2022-7 | 111-7010-421.56-41 | PARTIAL BACKGROUNDS | 800.00 |
| | 2022-8 | 111-7010-421.56-41 | PARTIAL BACKGROUNDS | 500.00 |
| | | | | \$1,300.00 |
| HAJOCA CORPORATION | S166464128.001 | 111-8024-421.43-10 | PARTS FOR PD RESTROOM | 326.48 |
| | S166473796.001 | 111-8024-421.43-10 | PARTS FOR PD RESTROOM | 1.44 |
| | S166540159.001 | 111-8024-421.43-10 | SUPPLIES FOR PD RESTROOM | 242.55 |
| | S166587916.001 | 111-8024-421.43-10 | SUPPLIES FOR PD RESTROOM | 236.83 |
| | | | | \$807.30 |
| HASA, INC. | 859146 | 681-8030-461.41-00 | SODIUM HYPOCHLORITE WELL 12 | 311.74 |
| | 859147 | 681-8030-461.41-00 | SODIUM HYPOCHLORITE WELL 18 | 392.24 |
| | 859149 | 681-8030-461.41-00 | SODIUM HYPOCHLORITE WELL 14 | 103.91 |
| | | | | \$807.89 |
| IBE DIGITAL | 448622 | 111-9010-419.44-10 | PRINTER EQUIPMENT | 996.45 |
| | 448862 | 111-9010-419.44-10 | WASTE TONER AND TONER | 36.14 |
| | | | | \$1,032.59 |
| INFRAMARK LLC | 84964 | 283-8040-432.56-41 | ROUTINE MAINTENANCE | 13,880.62 |
| | 84964 | 681-8030-461.56-41 | ROUTINE MAINTENANCE | 107,001.69 |
| | | | | \$120,882.31 |
| INFRASTRUCTURE ENGINEERS | 28052 | 111-8080-431.56-62 | CITY ENGINEERING SVCS | 20,431.25 |
| | 28052 | 221-8010-431.56-41 | CITY ENGINEERING SVCS | 5,733.00 |
| | 28056 | 222-8010-431.76-06 | CONTRACTUAL SVCS | 5,542.25 |
| | 28057 | 222-8010-431.76-06 | CONTRACTUAL SVCS | 3,749.00 |
| | 28052 | 222-8080-431.56-41 | CITY ENGINEERING SVCS | 25,000.00 |
| | 28052 | 681-8030-461.56-41 | CITY ENGINEERING SVCS | 14,500.00 |
| | | | | \$74,955.50 |
| INTRON, INC. | 634024 | 681-3022-415.56-41 | MVRS SOFTWARE MAINTENANCE | 4,006.96 |
| | | | | \$4,006.96 |
| JOEL GORDILLO | JG202211 | 111-1010-411.56-41 | FILMING & BROADCASTING | 1,650.00 |
| | | | | \$1,650.00 |
| KEYSTONE UNIFORM DEPOT | 069178 | 111-7022-421.61-24 | EMPLOYEE UNIFORMS | 1,716.44 |
| | | | | \$1,716.44 |
| KONICA MINOLTA BUSINESS SOLUTIONS | 275716915 | 111-0210-413.43-05 | LTOP AGREEMENT | 210.44 |
| | 275716917 | 111-0210-413.43-05 | LTOP AGREEMENT | 175.03 |
| | 276261560 | 111-0210-413.43-05 | LTOP AGREEMENT | 210.44 |
| | 277391708 | 111-0210-413.43-05 | LTOP AGREEMENT | 210.44 |
| | 277391711 | 111-0210-413.43-05 | LTOP AGREEMENT | 44.70 |
| | 277994494 | 111-0210-413.43-05 | LTOP AGREEMENT | 210.44 |
| | 278535383 | 111-0210-413.43-05 | LTOP AGREEMENT | 210.44 |
| | 278883813 | 111-0210-413.43-05 | LTOP AGREEMENT | 128.95 |

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| KONICA MINOLTA BUSINESS SOLUTIONS | 278883814 | 111-0210-413.43-05 | LTOP AGREEMENT | 12.73 |
| | 283725851 | 111-6010-451.56-41 | COPIER LEASE | 241.40 |
| | | | | \$1,655.01 |
| LA COUNTY SHERIFF'S DEPT | 231018BL | 121-7040-421.56-41 | INMATE MEAL SERVICE | 909.86 |
| LACMTA | HP10152022 | 219-8085-431.58-50 | SEPT 2022 POSITION SUMMARY | 850.34 |
| | | | | \$850.34 |
| LAN WAN ENTERPRISE, INC | 73302 | 111-0310-413.61-20 | COMPUTER EQUIPMENT | 2,241.97 |
| | 73654 | 111-7010-421.74-10 | EQUIPMENT PATROL VEHICLES | 9,056.38 |
| | 73669 | 111-7010-421.74-10 | ANNUAL LICENSE SUBS | 2,778.62 |
| | | | | \$14,076.97 |
| LGP EQUIPMENT RENTALS INC | 124824 | 535-8016-431.44-10 | LIFT RENTAL FOR ST LIGHT | 1,313.00 |
| | | | | \$1,313.00 |
| MAGNOLIA STREET PRODUCTIONS, INC | 2018-2205 | 111-6010-466.55-35 | PARADE PRODUCTION | 14,728.00 |
| | | | | \$14,728.00 |
| MAINTEX | 1004732-00 | 741-8060-431.43-20 | SUPPLIES FOR PW | 219.82 |
| | 1009570-00 | 741-8060-431.43-20 | SUPPLIES FOR PW | 371.04 |
| | | | | \$590.86 |
| MARISELA ZEPEDA | 10302022 | 111-0240-466.55-42 | HALLOWEEN EXPENSES | 15.92 |
| | 10302022 | 111-6010-466.55-50 | HALLOWEEN EXPENSES | 10.40 |
| | | | | \$26.32 |
| MAYWOOD MUTUAL WATER COMPANY, NO. 1 | 312600351 | 681-8030-461.62-20 | WATER FOR FREEDOM PARK | 895.78 |
| | 312600353 | 681-8030-461.62-20 | WATER FOR FREEDOM PARK | 146.68 |
| | | | | \$1,042.46 |
| MCA DIRECT | 2022199 | 111-0210-413.43-05 | 2 CITY CLERK MINUTE BOOKS | 460.42 |
| | | | | \$460.42 |
| NACHO'S LOCK & KEY SERVICE | 17661 | 111-8024-421.43-10 | LOCKS FOR POLICE DEPT | 556.40 |
| | | | | \$556.40 |
| NATIONAL EMBLEM, INC. | 399690 | 111-7022-421.61-24 | HPPD UNIFORM PATCHES | 315.32 |
| | 399691 | 111-7022-421.61-24 | HPPD UNIFORM BATCHES | 630.63 |
| | 399692 | 111-7022-421.61-24 | HPPD UNIFORM PATCHES | 214.01 |
| | 399693 | 111-7022-421.61-24 | HPPD UNIFORM PATCHES | 214.01 |
| | 399694 | 111-7022-421.61-24 | HPPD UNIFORM PATCHES | 333.62 |
| | | | | \$1,707.59 |
| NEW CHEF FASHION INC. | 1033128 | 111-7022-421.61-24 | NEW EMPLOYEE UNIFORMS | 99.20 |
| | 1035613 | 111-7022-421.61-24 | NEW EMPLOYEE UNIFORMS | 99.23 |
| | 1043804 | 111-7022-421.61-24 | NEW EMPLOYEE UNIFORMS | 198.45 |
| | 1043897 | 111-7022-421.61-24 | NEW EMPLOYEE UNIFORMS | 41.90 |
| | | | | \$438.78 |
| NICK ALEXANDER RESTORATION | 4046 | 741-8060-431.43-20 | DRIVER SEATS POLICE UNIT | 350.00 |
| | | | | \$350.00 |
| NOBEL SYSTEMS, INC | 15502 | 210-8010-415.56-41 | ANNUAL SUBSCRIPTIONS | 46,800.00 |
| | | | | \$46,800.00 |

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|-------------------------------------|-----------------|--------------------|----------------------------------|--------------------|
| NORM REEVES FORD SUPERSTORE | 977757 | 741-8060-431.43-20 | CAR PARTS FOR PD UNITS | 6,160.54 |
| | | | | \$6,160.54 |
| NORTH STAR LAND CARE | 1601-428 | 535-8090-452.56-60 | CONTRACTUAL SVCS | 37,617.75 |
| | | | | \$37,617.75 |
| O'REILLY AUTO PARTS | 2959-225813 | 219-8085-431.43-21 | CAR PARTS FOR PW SHUTTLE | 36.66 |
| | 2959-226705 | 741-8060-431.43-20 | CAR PARTS FOR POLICE UNIT | 80.60 |
| | | | | \$117.26 |
| OK PRINTING DESIGN & DIGITAL PRINT | 2662 | 221-8012-429.61-20 | NO PARKING SIGNS EVENT | 1,762.49 |
| | | | | \$1,762.49 |
| PACIFICA SERVICES INC. | 346.04 | 221-8010-431.76-12 | CONTRACTUAL SVCS | 1,820.00 |
| | | | | \$1,820.00 |
| PAGEENTRY PARADES | HP220000002 | 111-6010-466.55-35 | PARADE PRODUCTION | 11,900.00 |
| | HP220000001 | 111-6010-466.55-35 | PARADE PRODUCTION | 16,000.00 |
| | | | | \$27,900.00 |
| PRADO FAMILY SHOOTING RANGE | 11102022 | 111-7010-421.59-20 | SWAT ACADEMY | 75.00 |
| | | | | \$75.00 |
| PSYCHOLOGICAL CONSULTING ASSOC, INC | 525890 | 111-7010-421.56-41 | EMPLOYMENT EVALUATION | 385.00 |
| | 525911 | 111-7010-421.56-41 | EMPLOYMENT EVALUATION | 1,155.00 |
| | | | | \$1,540.00 |
| PURCHASE POWER | 800909003558108 | 111-9010-419.53-20 | METER POSTAGE OVERAGE FEE | 145.44 |
| | | | | \$145.44 |
| PVP COMMUNICATIONS | 131890 | 111-7022-421.61-29 | UPGRADE HELMET KIT | 329.65 |
| | | | | \$329.65 |
| QDOXS | IN47401 | 111-8020-431.43-05 | COPIER CONTRACT BASE | 21.90 |
| | IN47401 | 285-8050-432.43-05 | COPIER CONTRACT BASE | 21.90 |
| | IN47401 | 681-8030-461.43-05 | COPIER CONTRACT BASE | 21.90 |
| | | | | \$65.70 |
| RADIANY FIRE & INTEGRATION INC. | 1154 | 111-8020-431.76-27 | ENGINEERED PLANS | 35,030.87 |
| | | | | \$35,030.87 |
| RIO HONDO COLLEGE | 2223-RG-H-28 | 111-7010-421.56-41 | COURSE ENROLLMENT | 1,600.00 |
| | F22-150-ZHPK | 111-7010-421.59-20 | OFFICERS COURSE ENROLLMENT | 25.00 |
| | F22-164-ZHPK | 111-7010-421.59-20 | OFFICERS COURSE ENROLLMENT | 118.55 |
| | | | | \$1,743.55 |
| SOUTHERN CALIFORNIA EDISON | 10/5-11/3 | 111-7024-421.62-10 | ELECTRICAL SVC POLICE DEPT | 7,899.69 |
| | 10/4-11/2 | 111-8010-415.62-10 | ELECTRICAL SVC CITY PARKING LOTS | 289.70 |
| | 10/5-11/3 | 111-8010-415.62-10 | ELECTRICAL SVC CITY PARKING LOTS | 70.83 |
| | 10/18-11/16 | 111-8020-431.62-10 | ELECTRICAL SVC BISSELL ST | 1,842.90 |
| | 8/31-9/29 | 111-8022-419.62-10 | ELECTRICAL SVC VARIOUS LOCATION | 3,390.53 |
| | 8/31-9/29 | 111-8023-451.62-10 | ELECTRICAL SVC VARIOUS LOCATION | 3,185.23 |
| | 9/6-10/4 | 221-8014-429.62-10 | ELECTRICAL BILL TRAFFIC SIGNAL | 3,969.01 |
| | 10/4-11/2 | 535-8016-431.62-10 | ELECTRICAL BILL WILSON AVE | 62.64 |
| | 8/31-9/29 | 681-8030-461.62-20 | ELECTRICAL SVC VARIOUS LOCATION | 29,314.97 |
| | | | | \$50,025.50 |

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| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|------------------------------------|-----------------|--------------------|----------------------------------|--------------------|
| SOUTHSTAR ENGINEERING & CONSULTING | COHP-06 | 222-8080-431.76-20 | CONSTRUCTION MGMT SVC | 732.00 |
| | COHP-07 | 222-8080-431.76-20 | CONSTRUCTION MANAGEMENT | 10,736.00 |
| SPARKLETT'S | 19438227111622 | 111-7010-421.56-41 | DRINKING WATER SVC | \$11,468.00 |
| ST. NICK'S | 2613 | 111-6010-483.55-35 | HOLIDAY DECORATIONS | 335.19 |
| STEAMX, LLC | 64159 | 111-8095-431.61-50 | PRESSURE WATER REPAIRS | \$335.19 |
| SUPERIOR COURT OF CALIFORNIA | 10012022 | 111-7010-415.56-10 | PARKING CITATION SURCHARGE | 17,050.00 |
| T-MOBILE USA | 9/21-10/20 | 111-5055-419.53-10 | CELLPHONE PLANS CODE ENFORCEMENT | 1,288.54 |
| THE HITT COMPANIES, INC | OE-110434 | 111-3010-415.61-20 | CUSTOM ENGRAVED PLATES | \$1,288.54 |
| THORSON MOTOR CENTER | 458213 | 741-8060-431.43-20 | CAR PARTS FOR POLICE UNIT | \$31,714.00 |
| | 458500 | 741-8060-431.43-20 | CAR PARTS FOR POLICE UNIT | \$31,714.00 |
| TIME WARNER CABLE | 106964801110122 | 111-7010-421.53-10 | ICI SYSTEM JPA | \$246.17 |
| TIREHUB, LLC | 30699240 | 219-8085-431.43-21 | TIRES FOR TROLLEY | 102.05 |
| | 27467434 | 741-8060-431.43-20 | TIRE PURCHASES- PW | \$102.05 |
| | 30861179 | 741-8060-431.43-20 | TIRE FOR PW UNITS | 261.62 |
| TYLER TECHNOLOGIES, INC. | 045-392028 | 111-9050-419.43-15 | FINANCIAL SYSTEM | 225.99 |
| U.S. ARMOR CORPORATION | 39227 | 111-7022-421.61-24 | PD BULLET PROOF VEST | \$487.61 |
| | 39227 | 233-7010-421.74-10 | PD BULLET PROOF VEST | 703.55 |
| ULINE | 155941262 | 111-8010-415.61-20 | FIRST AID KITS PW VEHICLE | \$703.55 |
| | 155941262 | 111-8095-431.61-50 | FIRST AID KITS PW VEHICLE | 1,493.87 |
| | 155941262 | 221-8012-429.61-20 | FIRST AID KITS PW VEHICLE | 255.74 |
| | 155941262 | 535-8090-452.61-20 | FIRST AID KITS PW VEHICLE | 192.68 |
| | 155961660 | 741-8060-431.43-20 | FIRE EXTINGUISHERS | \$1,942.29 |
| UNITED ROCK PRODUCTS | 2997886 | 111-8010-431.61-20 | SAND FOR SAND BAGS | \$280,693.80 |
| US BANK | 6720747 | 475-9010-419.56-41 | REFUNDING REVENUE BONDS | \$280,693.80 |
| | 6729550 | 475-9010-419.56-41 | 2004 BOND TRUSTEE FEES | 359.13 |
| VALLEY ALARM | 1087080 | 111-8020-431.56-41 | MONTHLY BILLING FIRE | 359.12 |
| | 1087080 | 111-8022-419.56-41 | MONTHLY BILLING FOR FIRE | \$718.25 |
| | | | | 475.06 |
| | | | | 146.20 |
| | | | | 475.06 |
| | | | | 182.74 |
| | | | | 1,339.24 |
| | | | | \$2,618.30 |
| | | | | 1,102.93 |
| | | | | \$1,102.93 |
| | | | | 376.04 |
| | | | | 793.96 |
| | | | | \$1,170.00 |
| | | | | 665.34 |
| | | | | 665.33 |

**City of Huntington Park
Demand Register
WR 12/06/2022**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount |
|------------------------------------|----------------|--------------------|----------------------------|-----------------------|
| VALLEY ALARM | 1087080 | 111-8023-451.56-41 | MONTHLY BILLING FOR FIRE | 715.28 |
| | | | | \$2,045.95 |
| VELADA CONSULTING LLC | 43 | 111-0310-413.56-41 | CONSULTING SVC 8/21-9/20 | 7,500.00 |
| | 44 | 111-0310-413.56-41 | CONSULTING SVC 9/1-10/20 | 7,500.00 |
| | | | | \$15,000.00 |
| WALTERS WHOLESALE ELECTRIC COMPANY | S121764965.001 | 535-8016-431.61-45 | ST LIGHT FOR PACIFIC BLVD | 892.06 |
| | S121764965.002 | 535-8016-431.61-45 | ST LIGHT FOR PACIFIC BLVD | 270.61 |
| | S121764965.003 | 535-8016-431.61-45 | ST LIGHT FOR PACIFIC BLVD | 270.61 |
| | | | | \$1,433.28 |
| WEST & ASSOCIATES ENGINEERING, INC | 1008-16.22-11B | 111-8031-433.76-17 | MANAGEMENT NPDES | 10,300.00 |
| | 1008.16.06-09 | 202-8080-431.76-21 | CONTRACTUAL SVCS | 14,800.00 |
| | | | | \$25,100.00 |
| WEX BANK | 84891989 | 741-8060-431.62-30 | FUEL PURCHASE DEPT ISSUE | 1,990.00 |
| | | | | \$1,990.00 |
| WHITTIER POLICE DEPARTMENT | 23MAV001 | 111-7010-421.56-41 | ANNUAL MUTUAL VEHICLE | 500.00 |
| | | | | \$500.00 |
| XEROX FINANCIAL SERVICES | 3573176 | 111-8020-431.43-05 | LEASE PAYMENT COPIER XEROX | 59.99 |
| | 3573176 | 285-8050-432.43-05 | LEASE PAYMENT COPIER XEROX | 59.98 |
| | 3573176 | 681-8030-461.43-05 | LEASE PAYMENT COPIER XEROX | 59.99 |
| | | | | \$179.96 |
| YASMIN CRUZ | 5135 | 111-6060-466.33-20 | BEGINNING BALLET | 512.00 |
| | 5136 | 111-6060-466.33-20 | INT BALLET CLASS | 362.00 |
| | 5137 | 111-6060-466.33-20 | INT BALLET CLASS | 320.00 |
| | | | | \$1,184.00 |
| | | | | \$2,809,685.30 |

ITEM NO. 3



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 6, 2022

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

Dear Mayor and Members of the City Council:

**SECOND READING OF ORDINANCE NO. 2022-03 AMENDING ARTICLE 4
"MANDATORY WATER CONSERVATION" IN CHAPTER 5 "WATER SYSTEM" AT
TITLE 6 "SANITATION AND HEALTH" OF THE HUNTINGTON PARK MUNICIPAL
CODE**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Waive the full second reading and adopt by title Ordinance No. 2022-03.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This ordinance on the modification of the City's Municipal Code, Article 4 "Mandatory Water Conservation" in Chapter 5 "Water System" at Title 6 "Sanitation and Health" was introduced for first reading at the City Council meeting of November 15, 2022.

Unless otherwise directed by a member of the City Council, the vote at the second reading will reflect the same vote as the first reading. However, if a Councilmember is not present at the second reading, the vote will be reflected as absent.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the approval of this recommendation.

CONCLUSION

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

Respectfully submitted,

**SECOND READING OF ORDINANCE NO. 2022-03 AMENDING ARTICLE 4
"MANDATORY WATER CONSERVATION" IN CHAPTER 5 "WATER SYSTEM" AT
TITLE 6 "SANITATION AND HEALTH" OF THE HUNTINGTON PARK MUNICIPAL
CODE**

December 6, 2022

Page 2 of 2



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

A. Ordinance 2022-03

ATTACHMENT "A"

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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY HUNTINGTON PARK,
CALIFORNIA AMENDING ARTICLE 4 “MANDATORY WATER CONSERVATION” IN
CHAPTER 5 “WATER SYSTEM” AT TITLE 6 “SANITATION AND HEALTH” OF THE
HUNTINGTON PARK MUNICIPAL CODE**

WHEREAS, the City of Huntington Park (“City”) is a general law city, incorporated under the laws of the State of California;

WHEREAS, the City Council finds that this Ordinance is necessary and appropriate, in furtherance of the public health, safety, and general welfare within the City;

WHEREAS, Article X, Section 2 of the California Constitution declares that the water resources of the State are to be put to beneficial use to the fullest extent of which they are capable and that waste, unreasonable use, or unreasonable method of use of water be prevented, and that the conservation of water use is to be exercised in the interest of the people and for the public welfare; and

WHEREAS, the conservation of water resources and minimizing the unreasonable use or waste of water are essential to mitigate the effects of drought and water supply shortages, and are indispensably necessary to protect public health, safety and welfare; and

WHEREAS, regulation of the time of certain water use, manner of certain water use, design of rates, method of application of water for certain uses, installation and use of water-saving devices, provide an effective and immediately available means of conserving water; and

WHEREAS, California Water Code Sections 375 et seq. empower any public entity which supplies water at retail or wholesale to adopt and enforce a water conservation program to reduce the quantity of water used by those within its service area after holding a public hearing and making appropriate findings of necessity for the adoption of a water conservation program; and

1 **WHEREAS**, Water Code section 375, subdivision (c) defines “public entity” to include a
2 city, county, special district, water authority, or any other municipal public corporation or district;
3 and

4 **WHEREAS**, pursuant to Water Code section 376 and Government Code 6061, the City must
5 publish in a newspaper of general circulation any ordinance or resolution adopting a water
6 conservation program within 10 days after its adoption; and

7
8 **WHEREAS**, the adoption and enforcement of a comprehensive water conservation program
9 will allow the City to delay or avoid declaring a water shortage emergency pursuant to Water Code
10 section 350; and

11 **WHEREAS**, on March 28, 2022, the Governor declared the California Emergency Services
12 Act (Executive Order N-7-22) effective immediately to combat the State’s water shortage drought;
13 and

14
15 **WHEREAS**, on November 15, 2022, the City held a public hearing and made appropriate
16 findings of necessity for the adoption of a water conservation program.

17 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**
18 **PARK, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:**

19 **SECTION 1.** The City Council for the City hereby finds the above recitals true and correct
20 and incorporates them herein as part of the findings.

21 **SECTION 2.** Section 6-5.402 of the Huntington Park Municipal Code shall be modified as
22 follows:

23 **6-5.402 General prohibition.**

24 No customer of the City shall make, cause, use or permit the use of water from the City in a
25 manner contrary to any provision of this article or in an amount in excess of that use permitted by any
26 curtailment provisions then in effect pursuant to action taken by the governing board in accordance
27 with the provisions of this article.

28 **State Water Conservation Permanent Water Use Prohibitions:**

(a) To prevent the waste and unreasonable use of water and to promote water

1 conservation, each of the following actions is prohibited, except where necessary to address an
2 immediate health and safety need or to comply with a term or condition in a permit issued by a state
3 or federal agency:

4 (1) The application of potable water to outdoor landscapes in a manner that causes runoff such
5 that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways,
6 parking lots, or structures;

7 (2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the
8 hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water
9 immediately when not in use;

10 (3) The application of potable water to driveways and sidewalks;

11 (4) The use of potable water in a fountain or other decorative water feature, except where the
12 water is part of a recirculating system;

13 (5) The application of potable water to outdoor landscapes during and within 48 hours after
14 measurable rainfall;

15 (6) The serving of drinking water other than upon request in eating or drinking establishments,
16 including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where
17 food or drink are served and/or purchased;

18 (7) The irrigation with potable water of ornamental turf on public street medians; and

19 (8) The irrigation with potable water of landscapes outside of newly constructed homes and
20 buildings in a manner inconsistent with regulations or other requirements established by the
21 California Building Standards Commission and the Department of Housing and Community
22 Development.

23 (b) To promote water conservation, operators of hotels and motels shall provide guests
24 with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall
25 prominently display notice of this option in each guestroom using clear and easily understood
26 language.

27 (c) Upon this subdivision taking effect, all commercial, industrial and institutional
28 properties that use a water supply, any portion of which is from a source other than a water supplier
29 subject to section 864.5 or 865 of this article, shall either:

(1) Limit outdoor irrigation of ornamental landscapes or turf with potable water to no
30 more than two days per week; or

(2) Target potable water use reductions commensurate with those required of the nearest

1 urban water supplier under section 864.5 or, if applicable, section 865. Where this option is chosen,
2 these properties shall implement the reductions on or before July 1, 2016.

3 (d) The taking of any action prohibited in subdivision (a) or, (e), or (f), or the failure to
4 take any action required in subdivision (b) or (c), is an infraction punishable by a fine of up to five
5 hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in
6 addition to, and does not supersede or limit, any other remedies, civil or criminal.

7 (1) To prevent the waste and unreasonable use of water and to promote water
8 conservation, any homeowners' association or community service organization or similar entity is
9 prohibited from:

10 (A) Taking or threatening to take any action to enforce any provision of the governing
11 documents or architectural or landscaping guidelines or policies of a common interest development
12 where that provision is void or unenforceable under section 4735, subdivision (a) of the Civil Code;
13 or

14 (B) Imposing or threatening to impose a fine, assessment, or other monetary penalty
15 against any owner of a separate interest for reducing or eliminating the watering of vegetation or
16 lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil
17 Code.

18 (2) As used in this subdivision:

19 (A) "Architectural or landscaping guidelines or policies" includes any formal or informal
20 rules other than the governing documents of a common interest development.

21 (B) "Homeowners' Association" means an "association" as defined in section 4080 of the
22 Civil Code.

23 (C) "Common interest development" has the same meaning as in section 4100 of the Civil
24 Code.

25 (D) "Community service organization or similar entity" has the same meaning as in
26 section 4110 of the Civil Code.

27 (E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

28 (F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of
subdivision (e)(1) is initiated, each day the proceeding remains pending shall constitute a separate
violation of this regulation.

(e) To prevent the waste and unreasonable use of water and to promote water
conservation, any city, county, or city and county is prohibited from imposing a fine under any local

1 maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the
2 Government Code.

3
4 **6-5.403 Level 1 Drought Response Phase I Shortage.**

5 —(a) ~~A Phase I shortage shall be declared when the City determines that future water supplies are~~
6 ~~uncertain. In this phase, the City requests a ten (10%) percent voluntary reduction in consumption by~~
7 ~~residents.~~

8 (a) During a Level 1 Drought Response condition, as mandated by the State, City will
9 increase its public education and outreach efforts to emphasize increased public awareness of the
10 need to implement the following voluntary water conservation practices:

11 (1) Stop washing down paved surfaces, including but not limited to sidewalks, driveways,
12 parking lots, tennis courts, or patios, except when it is necessary to alleviate safety or sanitation
13 hazards.

14 (2) Stop water waste resulting from inefficient landscape irrigation, such as runoff, low
15 head drainage, or overspray, etc. Similarly, stop water flows onto non-targeted areas, such as
16 adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

17 (3) Irrigate residential and commercial landscape before 10 a.m. and after 8 p.m. only.

18 (4) Use a hand-held hose equipped with a positive shut-off nozzle or bucket to water
19 landscaped areas, including trees and shrubs located on residential and commercial properties that are
20 not irrigated by a landscape irrigation system.

21 (5) Irrigate nursery and commercial grower's products before 10 a.m. and after 8 p.m.
22 only. Watering is permitted at any time with a hand-held hose equipped with a positive shut-off
23 nozzle, a bucket, or when a drip/micro-irrigation system/equipment is used. Irrigation of nursery
24 propagation beds is permitted at any time. Watering of livestock is permitted at any time.

25 (6) Use re-circulated water to operate ornamental fountains.

26 (7) Wash vehicles using a bucket and a hand-held hose with positive shut-off nozzle,
27 mobile high pressure/low volume wash system, or at a commercial site that re-circulates (reclaims)
28 water on-site. Avoid washing during hot conditions when additional water is required due to
evaporation.

(8) Serve and refill water in restaurants and other food service establishments only upon
request.

(9) Offer guests in hotels, motels, and other commercial lodging establishments the option
of not laundering towels and linens daily.

1 (10) Repair all water leaks within five (5) days of notification by the City unless other
2 arrangements are made with the Director of Field Services.

3 (11) Use recycled or non-potable water for construction purposes when available.

4
5 **6-5.404 Level 2 Drought Response Phase II shortage.**

6 (a) During a Level 2 Drought Response condition, as mandated by the State, all persons
7 using City supplied water shall comply with all State Water Conservation Permanent Water Use
8 Prohibitions, and Level 1 Drought Response water conservation practices during a Level 2 Drought
9 Alert, and shall also comply with the following additional mandatory conservation measures:

10 (1) Limit residential and commercial landscape irrigation to two days per week and during
11 the hours between 8:00 p.m. and 10:00 a.m. on a schedule established by the Director of Field
12 Services and posted by the City. During the months of November through May, landscape irrigation
13 is limited to no more than once per week on a schedule established by the Director of Field Services
14 and posted by the City. This section shall not apply to commercial growers or nurseries.

15 (2) Limit lawn watering and landscape irrigation using sprinklers to no more than ten (10)
16 minutes per watering station per day. This provision does not apply to landscape irrigation systems
17 using water efficient devices, including but not limited to: weather-based controllers, drip/micro-
18 irrigation systems and stream rotor sprinklers.

19 (3) Water landscaped areas, including trees and shrubs located on residential and
20 commercial properties, and not irrigated by a landscape irrigation system governed by Section 6-
21 5.404(a)(1), on the same schedule set forth in Section 6-5.404(a)(1) by using a bucket, hand-held hose
22 with positive shut-off nozzle, or low-volume non-spray irrigation, for no more than ten (10) minutes
23 per watering day.

24 (4) Repair all leaks within seventy-two (72) hours of notification by the City unless other
25 arrangements are made with the Director of Field Services.

26 (5) Stop operating ornamental fountains or similar decorative water features unless
27 recycled water is used.

28 ~~(a) A Phase II shortage shall be declared when the City determines that it is likely that it will~~
~~suffer a five (5%) percent reduction in its water supply.~~

~~(b) The following restrictions of the use of water shall be in effect during a Phase II shortage:~~

1
2 ~~— (1) — There shall be no hose washing of sidewalks, walkways, driveways, parking areas or other~~
3 ~~paved surfaces except as is required for sanitary purposes;~~

4 ~~— (2) — Washing of motor vehicles, trailers, boats and other types of mobile equipment shall be done~~
5 ~~only with a hand held bucket or a hose equipped with a positive shutoff nozzle for quick rinses,~~
6 ~~except that washing may be done at the immediate premises of a commercial car wash with reclaimed~~
7 ~~water;~~

8
9 ~~— (3) — No water shall be used to clean, fill or maintain levels in decorative fountains, ponds, lakes~~
10 ~~or other similar aesthetic structures unless such water is part of a recycling system;~~

11 ~~— (4) — No restaurant, hotel, cafe, cafeteria or other public place where food is sold, served or~~
12 ~~offered for sale, shall serve drinking water to any customer unless expressly requested;~~

13
14 ~~— (5) — All customers of the City shall promptly repair all leaks from indoor and outdoor plumbing~~
15 ~~fixtures;~~

16 ~~— (6) — No lawn, landscape or other turf area shall be watered on days other than Monday,~~
17 ~~Wednesday and Friday and during the hours between 10:00 a.m. and 4:00 p.m.; except that this~~
18 ~~provision shall not apply to commercial nurseries or other water dependent industries;~~

19
20 ~~— (7) — No customer of the city shall cause or allow the water to run off landscape areas into~~
21 ~~adjoining streets, sidewalks or other paved areas due to incorrectly directed or maintained sprinklers~~
22 ~~or excessive watering.~~

23 ~~— (c) — No customer shall take, cause, use or permit the use of water from the City for any purpose in~~
24 ~~an amount in excess of ninety five (95%) percent of the amount used on the customer's premises~~
25 ~~during the corresponding billing period during the prior billing year.~~

26
27 ~~(§ 1, Ord. 484 NS, eff. April 17, 1991, as amended by § 2, Ord. 513 NS, eff. January 6, 1993)~~

28 **6-5.405 Level 3 Drought Response Phase III shortage.**

1 (a) During a Level 3 Drought Response condition, as mandated by the State, all persons
2 using City supplied water shall comply with all State Water Conservation Permanent Water Use
3 Prohibitions, Level 1, and Level 2 Drought Response conditions and shall also comply with the
4 following additional mandatory conservation measures:

5 (1) Limit residential and commercial landscape irrigation to two days per week during the
6 hours between 8:00 p.m. and 10:00 a.m., as otherwise established by the Director of Field Services
7 and posted by the City. During the months of November through May, landscape irrigation is limited
8 to no more than once per week on a schedule established by the Director of Field Services and posted
9 by the City. This section shall not apply to commercial growers or nurseries.

10 (2) Water landscaped areas, including trees and shrubs located on residential and
11 commercial properties, and not irrigated by a landscape irrigation system governed by Section 6-
12 5.405(a)(1), on the same schedule set forth in Section 6-5.405(a)(1) by using a bucket, hand-held hose
13 with a positive shut-off nozzle, or low-volume non-spray irrigation, for no more than ten (10) minutes
14 per watering day.

15 (3) Stop filling or re-filling ornamental lakes or ponds, except to the extent needed to
16 sustain aquatic life, provided that such animals are of significant value and have been actively
17 managed within the water feature prior to declaration of a drought response level under this
18 ordinance.

19 (4) Stop washing vehicles except at commercial carwashes that re-circulate water, or by
20 high pressure/low volume wash systems.

21 (5) Repair all leaks within forty-eight (48) hours of notification by the City unless other
22 arrangements are made with the General Manager.

23 (6) Additionally, no new potable water service shall be provided, no new temporary
24 meters or permanent meters shall be provided, and no statements of immediate ability to serve or
25 provide potable water service (such as, will serve letters, certificates or letters of availability) shall be
26 issued, except under the following circumstances:

27 (i) A valid, unexpired building permit has been issued for the project; or
28 (ii) The project is necessary to protect the public's health, safety, and welfare; or
29 (iii) The applicant provides substantial evidence of an enforceable commitment that water
30 demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction
31 of City.

32 This provision shall not be construed to preclude the resetting or turn-on of meters to provide

1 continuation of water service or to restore service that has been interrupted for a period of one year or
2 less.

3 ~~—(a) A Phase III shortage shall be declared whenever the City determines that it is likely that it~~
4 ~~will suffer a ten (10%) percent reduction in its water supply.~~

5
6 ~~—(b) The following restrictions on the use of water shall be in effect during a Phase III shortage:~~

7
8 ~~—(1) The restriction listed in Section 6-5.404, subsection (b) shall be in effect, except that~~
9 ~~residential outside watering of lawn, landscaping and other turf areas shall be modified to prohibit~~
10 ~~watering on days other than Monday and Thursday during the hours between 6:00 a.m. and 6:00 p.m.;~~

11 ~~—(2) Commercial nurseries and other water dependent industries shall be prohibited from~~
12 ~~watering lawn, landscaping and other turf areas more often than every other day and between the~~
13 ~~hours of 10:00 a.m. and 4:00 p.m.; except that there shall be no restriction on watering utilizing~~
14 ~~reclaimed water.~~

15
16 ~~—(c) No customer shall take, cause, use or permit the use of water from the City for any purpose in~~
17 ~~an amount in excess of ninety (90%) percent of the amount used on the customer's premises during~~
18 ~~the corresponding billing period of the prior billing year.~~

19 (§ 1, Ord. 484 NS, eff. April 17, 1991, as amended by § 3, Ord. 513 NS, eff. January 6, 1993)

20
21 **6-5.406 Level 4 Drought Response Phase IV shortage.**

22 (a) During a Level 4 Drought Response condition, as mandated by the State, all persons
23 using City supplied water shall comply with all State Water Conservation Permanent Water Use
24 Prohibitions, Level 1, Level 2, and Level 3 Drought Response conditions and shall also comply with
25 the following additional mandatory conservation measures:

26 (1) Stop all landscape irrigation, except crops and landscape products of commercial
27 growers and nurseries. This restriction shall not apply to the following categories of use unless the
28 City has determined that recycled water is available and may be lawfully applied to the use:

(i) Maintenance of trees and shrubs that are watered on the same schedule set forth in
Section 6-5.405(a)(1) by using a bucket, hand-held hose with a positive shut-off nozzle, or low-

1 volume non-spray irrigation, for no more than ten (10) minutes per watering day;

2 (ii) Maintenance of existing landscaping necessary for fire protection as specified by the
3 Fire Marshal of the local fire protection City having jurisdiction over the property to be irrigated;

4 (iii) Maintenance of existing landscaping for erosion control;

5 (iv) Maintenance of plant materials identified to be rare or essential to the well-being of
6 rare animals;

7 (v) Maintenance of landscaping within active public parks and playing fields, day care
8 centers, school grounds, cemeteries, and golf course greens, provided that such irrigation does not
9 exceed two (2) days per week according to the schedule established under Section 6-5.405(a)(1);

10 (vi) Watering of livestock; and

11 (vii) Public works projects and actively irrigated environmental mitigation projects.

12 (2) Repair all water leaks within twenty-four (24) hours of notification by the City unless
13 other arrangements are made with the Director of Field Services.

14 ~~(a) A Phase IV shortage shall be declared when the City determines that it will suffer a fifteen~~
15 ~~(15%) percent reduction in its water supply.~~

16 ~~(b) The following restrictions on the use of water shall be in effect during a Phase IV shortage:~~

17 ~~(1) The restriction listed in Section 6-5.404, subsection (b) shall be in effect, except that there~~
18 ~~shall be no residential outside watering of lawn, landscaping and other turf areas at any time except~~
19 ~~by bucket;~~

20 ~~(2) Commercial nurseries and other water dependent industries shall be prohibited from~~
21 ~~watering lawn, landscaping and other turf areas more often than every third day and between the~~
22 ~~hours of 6:00 a.m. and 6:00 p.m.; except that there shall be no restriction on watering utilizing~~
23 ~~reclaimed water;~~

24 ~~(3) The use of water from fire hydrants shall be limited to firefighting related activities, and~~
25 ~~other uses of water for municipal purposes shall be limited to activities necessary to maintain the~~
26 ~~public health, safety and welfare.~~

27 ~~(c) No customer shall take, cause, use or permit the use of water from the City for any purpose in~~
28

1 ~~an amount in excess of eighty-five (85%) percent of the amount used on the customer's premises~~
2 ~~during the corresponding billing period of the prior billing year.~~

3
4 (~~§ 4, Ord. 513 NS, eff. January 6, 1993~~)

5 ~~6-5.407 Phase V shortage.~~

6 ~~—(a)— A Phase V shortage shall be declared when the city determines that it will suffer a twenty~~
7 ~~(20%) percent reduction in its water supply.~~

8
9 ~~—(b)— The application for relief may include a request that the customer be relieved, in whole or in~~
10 ~~part, from the water use curtailment provisions of Sections 6-5.404(c), 6-5.405(c) or 6-5.406(c).~~

11 ~~—(c)— No customer shall take, cause, use or permit the use of water from the City for any purpose in~~
12 ~~an amount in excess of eighty (80%) percent of the amount used on the customer's premises during~~
13 ~~the corresponding billing period of the prior billing year.~~

14
15 (~~§ 5, Ord. 513 NS, eff. January 6, 1993~~)

16 ~~6-5.408 Phase VI shortage.~~

17 ~~—(a)— A Phase VI shortage shall be declared when the City determines that it will suffer a thirty~~
18 ~~(30%) percent reduction in its water supply.~~

19
20 ~~—(b)— The application for relief may include a request that the customer be relieved, in whole or in~~
21 ~~part, from the water use curtailment provisions of Sections 6-5.404(c), 6-5.405(c) or 6-5.406(c).~~

22 ~~—(c)— No customer shall take, cause, use or permit the use of water from the City for any purpose in~~
23 ~~an amount in excess of seventy (70%) percent of the amount used on the customer's premises during~~
24 ~~the corresponding billing period of the prior billing year.~~

25
26 (~~§ 6, Ord. 513 NS, eff. January 6, 1993~~)

27
28 **6-5.409 6-5.407 Relief from compliance.**

(§ 1, Ord. 484-NS, eff. April 17, 1991; repealed by § 1, Ord. 498-NS, eff. February 19, 1992,

renumbered by § 7, Ord. 513-NS, eff. January 6, 1993)

6-5.410 6-5.408 Failure to comply.

~~—(a) For each violation by any customer of the water use curtailment provisions of subsection (c) of Section 6-5.404, 6-5.405, 6-5.406, 6-5.407, or 6-5.408 a surcharge shall be imposed in an amount equal to 200 percent of the portions of the water bill that exceeds the respective percentage set in those five subsections.~~

~~(b)~~(a) Violation by any customer of the water use prohibitions of Section 6-5.402, or restrictions found in ~~subsection (b)~~ of Sections 6-5.404, 6-5.405, or 6-5.406 shall be penalized as follows:

(1) First Violation. The City shall issue a written notice of the fact of a first violation to the customer.

(2) The first violation after written notice to customer shall result in a One Hundred and no/100ths (\$100.00) Dollars fine for that first issued citation.

(3) Two Hundred and no/100ths (\$200.00) fine for the second citation issued.

(4) Five Hundred and no/100ths (\$500.00) fine for the third and subsequent citations issued.

(c) The City shall give notice of violation to the customer committing the violation as follows:

(1) Notice of violation ~~of the water use curtailment provisions of subsection (c) of Section 6-5.404, 6-5.405, 6-5.406, 6-5.407, or 6-5.408 or of first violations~~ of the water use prohibitions of Section 6-5.402 or of ~~subsection (b)~~ of Sections 6-5.404, 6-5.405, or 6-5.406 shall be given in writing by regular mail.

(2) Notice of second or subsequent violations of the water use prohibitions of those sections shall be given in writing in the following manner:

(i) By giving the notice to the customer personally;

(ii) If the customer is absent from or unavailable at the premises at which the violation occurred, by leaving a copy with some person of suitable age and discretion at the premises and sending a copy through the regular mail to the address at which the customer is normally billed; or

(iii) If a person of suitable age or discretion cannot be found, then by affixing a copy in a conspicuous place at the premises at which the violation occurred and also sending a copy through the regular mail to the address at which the customer is normally billed;

1 (iv) The notice shall contain a description of the facts of the violation, a statement of the
2 possible penalties for each violation, and a statement informing the customer of his or her right to a
3 hearing on the merits of the violation pursuant to Section ~~6-5.411~~ 6-5.409.

4 **~~6-5.411~~ 6-5.409 Hearing regarding violation.**

5 (a) Any customer receiving notice of a second or subsequent violation of ~~subsection (b) of~~
6 Sections 6-5.403, 6-5.404 or 6-5.405 shall have a right to a hearing by the Director of Field Services
7 of the City within fifteen (15) days of mailing or other delivery of the notice of violation.

8 (b) The customer's timely written request for a hearing shall automatically stay
9 installation of a flow-restricting device on the customer's premises until the Director of Field
10 Services renders his or her decision.

11 (c) The customer's timely written request for a hearing shall not stay the imposition of a
12 surcharge unless within the time period to request a hearing, the customer deposits with the City
13 money in the amount of any unpaid surcharge due. If it is determined that the surcharge was wrongly
14 assessed, the City will refund any money deposited to the customer.

15 (d) The decision of the Director of Field Services shall be final.

16 (e) The Director of Field Services may delegate his or her duties and responsibilities
17 under this section as appropriate.

18 **~~6-5.412~~ 6-5.410 Additional water shortage measures.**

19 The City may order implementation of water conservation measures in addition to those set
20 forth in Sections 6-5.403, 6-5.404 and 6-5.405. Such additional water conservation measures shall be
21 implemented in the manner provided in Section 6-5.401(c).

22 **~~6-5.413~~ 6-5.411 Public health and safety not to be affected.**

23 Nothing in this article shall be construed to require the City to curtail the supply of water to
24 any customer when such water is required by that customer to maintain an adequate level of public
25 health and safety.

26 **SECTION 3.** If any section, subsection, sentence, clause, phrase, or portion of this
27 Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of
28 competent jurisdiction, such decision shall not affect the validity of the remaining portions of this
Ordinance. The City Council of the City hereby declares that it would have adopted this Ordinance

1 and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that
2 any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid
3 or unconstitutional.

4 **SECTION 4.** The City Clerk shall certify to the passage of this Ordinance and shall cause the
5 same to be published in the manner prescribed by law.

6 **SECTION 5.** This Ordinance shall take effect thirty 30 days after its final passage by the
7 City Council.

8
9 **PASSED, APPROVED, AND ADOPTED** this ____ day of _____, 2022 by the following
10 vote:

11 AYES:

12 NOES:

13
14 **ATTEST:**

CITY OF HUNTINGTON PARK

15
16 _____
Eduardo Sarmiento, City Clerk

Eduardo Martinez, Mayor

17
18 **APPROVED AS TO FORM:**

19
20 _____
Arnold M. Alvarez-Glasman,
21 City Attorney

ITEM NO. 4



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

December 6, 2022

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Honorable Mayor and Members of the City Council:

SECOND READING OF THE CITY OF HUNTINGTON ORDINANCE 2022-02 AMMENDING ORDINANCE 2016-952 AND ESTABLISHING A RESOLUTION FOR FEES ASSOCIATED WITH RECREATIONAL MARIJUANA LICENSES.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Waive full second reading and adopt by title Ordinance 2022-02 amending Ordinance 2016-952.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Community Development Department periodically reviews operations and functionality of the City's Municipal Code. The City Council adopted ordinance 2016 - 952 in December of 2016 as an Ordinance to establish parameters for the legal operation of cannabis businesses in the City of Huntington Park. However, after the passage of proposition 64 by the State of California, Ordinance 2016-952 does not reflect many of the State regulations and intent of the City for recreational marijuana use and licensing. Ordinance 2022 – 02 addresses several of these issues. These changes consist of referencing recreational cannabis licensing, removing language that prohibits lobbying, lobby areas in an establishment as a requirement, security plans, agents or employee background requirements, maximum of two licensed operators, adding the City Council as a level of approval, and addressing cash handling requirements.

Resolution 2022-38 is setting fees that are associated with the requirements of the aforementioned ordinance. This was previously done by an agreement to be negotiated with the cannabis license holders. A resolution would codify the fees. In addition, the fee structure would change to be consistent with other City fee structures. Whereas the fees would change from collecting a dollar value above and below a sale of \$40 by the cannabis retailer to a straight five percent (5%) of gross transaction sales. This change would not negatively impact the overall revenue collected from the businesses and would streamline reporting processes.

CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON ORDINANCE 2022 – 02 AMMENDING ORDINANCE 2016-952 AND ESTABLISHING A RESOLUTION FOR FEES ASSOCIATED WITH RECREATIONAL MARIJUANA LICENSES.

December 06, 2022

Page 2 of 2

FISCAL IMPACT/FINANCING

The reduction of three (3) licensed operators to two (2) operators could have the potential to reduce sales of cannabis in Huntington Park and thus reduce revenue. However, the likelihood is that the remaining operators would see an increase in sales offsetting the potential revenue loss of one operator.

CONCLUSION

Staff recommends City Council waive full reading and adopt Ordinance 2022-02 by title.

Respectfully submitted,



Ricardo Reyes
City Manager



Steve Forster
Interim Community Development Director

ATTACHMENTS:

Attachment "A" Ordinance 2022-02

ATTACHMENT "A"

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ORDINANCE NO. 2022-02

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF HUNTINGTON PARK
AMENDING ORDINANCE 2016-952, RELATING TO
RECREATIONAL MARIJUANA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 **SECTION 4.** Therefore since the passage of prop 64 on November 9, 2016, this
14 ordinance shall now be reflective of State recreational cannabis laws.

15 **Article 19 – Medical Marijuana Delivery**

16 **Sections:**

17 **4-7.1901 Purpose and Intent.**

18 **4-7.1902 Definitions.**

19 **4-7.1903 Medical Marijuana Delivery.**

20 **4-7.1904 Liability and Indemnification.**

21 **4-7.1905 Violations and Enforcement.**

22 **4-7.1901 Purpose and Intent.**

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

27 **4-7.1902 Definitions.**

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

- 29 A. "Applicant" shall mean a person who is required to file an application for
30 a Medical Marijuana Business Permit under Title 3, Chapter 1, Article 24
31 of the Code, including an individual owner, managing partner, officer of
32 a corporation, or any other operator, manager, employee, or agent of a
33 medical marijuana dispensary.
- 34 B. "Business" means and includes all kinds of vocations, occupations,
35 professions, trades, exhibitions, shows, enterprises, and establishments
36 and all other kinds of activities and means of livelihood, whether or not
37 carried on for profit or gain.

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

- 1 H. "Transport" shall mean the transfer of Medical Cannabis or Medical
2 Cannabis Products.
- 3 I. "Permittee" shall mean a business that has obtained a Permit under this
4 Article.
- 5 J. "Person" shall mean an individual, partnership, co-partnership, firm,
6 association, joint stock company, corporation, limited liability company,
7 or combination of the above in whatever form or character.
- 8 K. "Primary Caregiver" shall have the same definition as California Health
9 and Safety Code Section 11362.7, and as may be amended, and which
10 defines "Primary Caregiver" as an individual designated by a qualified
11 patient or by a person with an identification card who has consistently
12 assumed responsibility for the housing, health, or safety of that patient
13 or person, and may include any of the following:
- 14 1. In any case in which a qualified patient or person with an
15 identification card receives medical care or supportive services, or
16 both, from a clinic licensed pursuant to Chapter 1 (commencing
17 with Section 1200) of Division 2 of the California Health and
18 Safety Code; a health care facility licensed pursuant to Chapter 2
19 (commencing with Section 1250) of Division 2 of the California
20 Health and Safety Code; a residential care facility for persons
21 with chronic life-threatening illness licensed pursuant to Chapter
22 3.01 (commencing with Section 1568.01) of Division 2 of the
23 California Health and Safety Code; a residential care facility for
24 the elderly licensed pursuant to Chapter 3.2 (commencing with
25 Section 1569) of Division 2 of the California Health and Safety
26 Code; a hospice, or a home health agency licensed pursuant to
27 Chapter 8 (commencing with Section 1725) of Division 2 of the
28 California Health and Safety Code; the owner or operator, or no
more than three employees who are designated by the owner or
operator, of the clinic, facility, hospice, or home health agency, if
designated as a primary caregiver by that qualified patient or
person with an identification card.
2. An individual who has been designated as a primary caregiver by
more than one qualified patient or person with an identification
card, if every qualified patient or person with an identification
card who has designated that individual as a primary caregiver resides
in the same city or county as the primary caregiver.
3. An individual who has been designated as a primary caregiver by
a qualified patient or person with an identification card who
resides in a city or county other than that of the primary caregiver,
if the individual has not been designated as a primary caregiver
by any other qualified patient or person with an identification card.
- L. "Qualified patient" shall have the same definition as California Health
and Safety Code Section 11362.7 et seq., and as may be amended, and
which means a person who is entitled to the protections of California

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

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

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

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

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

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

- 20 A. Cure period. In the event the permittee has violated any provisions, rules
21 or regulations of this Article or has violated or permitted the infraction of
22 any law of the State or the City, the permittee shall be provided notice
23 and given twenty (20) days to cure the violation before any penalties
24 begin to accrue. The 20 day cure period shall not apply to any medical
25 marijuana business operating within the City of Huntington Park without
26 a valid Permit, or any business that is required to have a Permit under
27 Title 3, Chapter 1, Article 24 of this Code, that is delivering medical
28 marijuana and/or medical marijuana-infused products within the City of
Huntington Park without a valid Permit and penalties shall begin to
accrue immediately.
- B. Violations. After the cure period, each and every violation of this Article
shall constitute a separate violation and shall be subject to all remedies
and enforcement measures authorized by this Code and the State of
California.

- 1
- 2 C. Penalties. Any person guilty of a misdemeanor pursuant to the
- 3 provisions of this Article shall be punishable as set forth in Chapter 2 of
- 4 Title 1 of this Code.
- 5
- 6 D. Public nuisances. In addition to the penalties provided for violations, any
- 7 condition caused or permitted to exist in violation of any of the provisions
- 8 of this Article after the cure period shall be deemed a public nuisance
- 9 and may be summarily abated as such by the City, and each day such
- 10 violation continues shall be regarded as a new and separate offense.

11 **Article 24 – Medical Marijuana Business Permits**

12 **Sections:**

- 13 **3-1.2401 Purpose and Intent.**
- 14 **3-1.2402 Definitions.**
- 15 **3-1.2403 Medical Marijuana Business Permit Required.**
- 16 **3-1.2404 Permit Application.**
- 17 **3-1.2405 Investigation.**
- 18 **3-1.2406 Review and Issuance of Permit.**
- 19 **3-1.2407 Permit Expiration and Renewal.**
- 20 **3-1.2408 Permit Suspension and Revocation.**
- 21 **3-1.2409 Permit Assignability.**
- 22 **3-1.2410 Regulatory Fee and Seller's Permit.**
- 23 **3-1.2411 Use of Revenue.**
- 24 **3-1.2412 Operating Requirements and Standards.**
- 25 **3-1.2413 Examination of Books, Records, Witnesses.**
- 26 **3-1.2414 Liability and Indemnification.**
- 27 **3-1.2415 Prohibited Operations.**
- 28 **3-1.2416 Violations and Enforcement.**

3-1.2401 Purpose and Intent.

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

3-1.2402 Definitions.

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

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

1 I. "Medical marijuana business" shall mean a medical marijuana
2 dispensary, nursery, transportation, distribution, cultivation and
3 manufacturing facility, or joint dispensary, nursery and cultivation and
4 manufacturing facility.

5 J. "Medical Marijuana Business Permit," hereinafter "Permit," shall mean
6 the permit required to operate a medical marijuana dispensary, nursery,
7 transportation, distribution, cultivation and manufacturing facility, or joint
8 medical marijuana dispensary, nursery and cultivation and
9 manufacturing facility within the City of Huntington Park.

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

- 18 1. A clinic licensed pursuant to Chapter 1 of Division 2 of the state
19 Health and Safety Code;
- 20 2. A health care facility licensed pursuant to Chapter Two of Division
21 2 of the state Health and Safety Code;
- 22 3. A residential care facility for persons with chronic life-threatening
23 illness licensed pursuant to Chapter 3.01 of Division 2 of the state
24 Health and Safety Code;
- 25 4. A residential care facility for the elderly licensed pursuant to
26 Chapter 3.2 of Division 2 of the state Health and Safety Code;
- 27 5. A residential hospice or a home health agency licensed pursuant
28 to Chapter 8 of Division 2 of the state Health and Safety Code;

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

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

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

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

O. "Primary Caregiver" shall have the same definition as California Health
and Safety Code Section 11362.7, and as may be amended, and which

1 defines "Primary Caregiver" as an individual designated by a qualified
2 patient or by a person with an identification card who has consistently
3 assumed responsibility for the housing, health, or safety of that patient
or person, and may include any of the following:

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

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

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

1. Acquired immune deficiency syndrome (AIDS);
2. Anorexia;

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

3-1.2403 Medical Marijuana Business Permit Required.

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

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

3 **3-1.2404 Permit Application.**

4 A. On April 14, 2016, the City shall make available Permit application forms
5 and a related administrative policy. Each medical marijuana business
6 interested in operating pursuant to this Article may submit an application
7 together with a nonrefundable processing fee in an amount established
8 by the City Council within twenty (20) days after April 14, 2016. The City
9 shall not accept applications or process applications after this time.
10 Thereafter, whenever a medical marijuana business permit becomes
11 available staff shall notify City Council, and after receiving direction from
12 City Council, staff shall notify the public and open the application
13 process for twenty (20) days from the public notice. The City shall not
14 accept applications or process applications after this time.

15 B. Applications for Permits shall be in writing on forms prepared and
16 provided by the City and shall be filed with the City. Applicants are not
17 required to have secured a final location for the medical marijuana
18 business at the time of applying. However, final approval of a Permit is
19 subject to having a location selected and approved by the City. Such
20 applications shall be under oath, in duplicate, and shall contain the
21 following information:

- 22 1. A complete identification of the applicant.
- 23 2. The name and residence and business address of the owner,
24 manager, or person to be in charge.
- 25 3. Whether or not the applicant has had a permit for the same or
26 any similar business suspended or revoked anywhere and, if so,
27 the circumstances of such suspension or revocation.
- 28 4. Whether or not the applicant or any member has ever been
convicted in any court for any crime.
5. A description of the type, nature and extent of the enterprise to be
conducted.
6. A detailed operating plan describing how the medical marijuana
business is envisioned to operate consistent with the intent of

1 State law and the provisions of this Article, including but not
2 limited to:

- 3 a. Site Plan. A site plan showing the applicants plans for the
4 medical marijuana business. If a final location has not
5 been selected the site plan should demonstrate the
6 applicants vision for the medical marijuana business.
- 7 b. Floor Plan. The primary entrance shall be located and
8 maintained clear of barriers, landscaping and similar
9 obstructions so that it is clearly visible from public
10 streets, sidewalks or site driveways.
- 11 c. Storage. A medical marijuana business shall have suitable
12 locked storage on premises, identified and approved as a
13 part of the security plan, for after-hours storage of medical
14 marijuana.
- 15 d. Security Plans. A medical marijuana business shall provide
16 adequate security on the premises, in accordance with a
17 security plan approved by the Chief of Police and as
18 reviewed by the City Council, including provisions for
19 adequate lighting and alarms, in order to ensure the safety
20 of persons and to protect the premises from theft. The
21 medical marijuana business shall have twenty-four hour
22 armed security during business hours and active alarm after
23 hours.
- 24 e. Security Cameras. Security surveillance cameras shall
25 operate twenty-four hours per day and be installed to
26 monitor the main entrance and exterior of the premises to
27 discourage and to report loitering, crime, illegal or nuisance
28 activities. Security video shall be maintained for a period of
not less than 30 days.
- f. Alarm System. Professionally monitored robbery alarm and
burglary alarm systems shall be installed and maintained
in good working condition within the medical marijuana
business at all times.
- g. Emergency Contact. A medical marijuana business shall
provide an emergency contact with the name, cell phone
number, and facsimile number of an on-site community
relations staff person to whom the City may provide notice
of any operating problems associated with the dispensary.
- h. Controls to verify membership to ensure medical marijuana
will be dispensed only to qualified patients and primary
caregivers, and
- i. Controls to acquire, possess, and distribute marijuana to
and from members, and plans to ensure marijuana is

1 acquired as part of a closed-circuit of marijuana cultivation
2 and consumption.

3 7. A criminal background check.

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

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

11 E. Any applicant hereunder is seeking the granting of a privilege.
12 Therefore, the burden of proving qualifications to receive such a Permit
13 is at all times on the applicant. By making an application for such a
14 Permit applicant accepts all risks of adverse public notice, publicity,
15 embarrassment, criticism, financial loss, or all other actions and
16 consequences which may result from activities with respect to reviewing,
17 processing, approving or disapproving any application. An applicant is
18 expressly permitting the city to make such investigation and inquiry that
19 the city determines appropriate and is further expressly authorizing the
20 city to conduct such verification of criminal history and financial condition
21 as the city elects to pursue. An application shall include an express
22 written waiver of any claims for damages against the city or its agent
23 resulting therefrom and waiving any claims for damages against the city
24 for denying an application, such waivers expressly constitutes a material
25 consideration for the city agreeing to consider and process such
26 application.

27 **3-1.2405 Investigation.**

28 A. The City Council shall cause investigations to be made to ascertain what
effect, if any, the issuance of the Permit will have on the public peace,
health, safety, and general welfare of the City and its inhabitants.

B. The Police Chief shall ascertain whether or not the applicant or other
persons interested in the Permit have been convicted of a felony or any
crime involving theft, embezzlement, or moral turpitude or have had a
license or permit for a similar business suspended, canceled, or
revoked.

C. Duty of Building Official and Fire Chief. The Fire Chief and the Building
Official, within the jurisdiction and duties of their particular departments,
shall ascertain whether or not the premises to be used are suitable,
proper, adequate, and comply with applicable laws for the issuance of
the Permit.

- 1 D. Reports. The Police Chief shall make a report to the City Council of his
2 or her findings, together with his or her recommendations, if any. The
3 Fire Chief and Building Official shall each investigate and report to the
4 City Council as to compliance with building and fire regulations, and floor
5 area regulations. Such investigating officers shall include in their
6 respective reports any information they may have regarding the
7 character and reputation of the applicant, manager, other person to be
8 in charge of the premises, and/or the person owning the business.
- 9 E. If any of the investigating officers shall find, after the investigation as
10 provided in this section, that the premises do not comply with applicable
11 laws or such use of the premises would result in a violation of any law,
12 he or she shall recommend that the application be denied.

13 **3-1.2406 Review and Issuance of Permit.**

- 14 A. The City Council shall review all applications and shall consider the
15 issuance of Permits at the first City Council meeting after close of the
16 application submittal period. The issuance of a Permit by the City
17 Council shall be discretionary based on the following review criteria:
- 18 1. That the proposed medical marijuana business is consistent with
19 the intent of State law, the provisions of this Article and the
20 Municipal Code, including the application submittal and operating
21 requirements herein.
 - 22 2. That the proposed medical marijuana business will not result in
23 significant crime issues.
 - 24 3. That all required application materials have been provided.
 - 25 4. That the requested Permit would not exceed limitations on
26 number of licenses allowed by this Article.
 - 27 5. That issuance of a Permit for the size requested is justified to
28 meet the needs of residents.
 6. That issuance of the Permit would serve the needs of residents.
 7. That the location is not prohibited by the provisions of this Article
or any local or State law, statute, rule or regulation and no
significant nuisance issues or problems are anticipated or
resulted.
 8. That the site plan, floor plan, and security plan have incorporated
features necessary to assist in reducing potential crime-related
problems and as specified in the operating requirements of this
Article.
 9. That no medical marijuana owner, licensee, agent, or employee
affiliated with the applicant has violated any provision of this
Article.
 10. That all reasonable measures have been incorporated into the
plan and consistently taken to successfully control the medical
marijuana businesses' patrons' conduct resulting in disturbances,
vandalism, uncontrolled crowds, traffic control problems,
ingesting medical marijuana in public, or creation of a public or

private nuisance, or interference of the operation of another business.

11. That the medical marijuana business would not adversely affect the health, peace or safety of persons living or working in the surrounding area, overly burden a specific neighborhood with special needs or high impact uses, or contribute to a public nuisance.
12. That the applicant has not violated any local or state law, statute, rule or regulation respecting the distribution, possession, or consumption of medical marijuana.
13. That the applicant has not knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application for a Permit.
14. That the applicant has not been convicted of a felony, or of a misdemeanor involving moral turpitude, or has engaged in misconduct related to the qualifications, functions or duties of a permittee. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
15. That the applicant has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
16. The capacity, capitalization, and complaint history of the proposed medical marijuana business.

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

C. The City Council shall issue no more than two (2) Permits for the operation of medical marijuana businesses in the City. If legalization of recreational marijuana passes at the state level, the number of Permits shall still be limited to the two (2) Permits referred to and stated in this subsection; if necessary due to state regulations and state permit requirements, the City shall have the authority to divide a permittee's permit into multiple licenses in order to meet all state requirements while keeping the permittees' current operation. A permittee may choose to open and operate a dispensary, a cultivation and manufacturing facility, or expand from either a dispensary or cultivation and manufacturing facility to both a dispensary and cultivation and manufacturing facility at the same location with City Manager approval.

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

3-1.2407 Permit Expiration and Renewal.

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

1 **3-1.2408 Permit Suspension and Revocation.**

- 2 A. In the event the permittee has violated any provisions, rules or
3 regulations in this Article or has violated or permitted the infraction of
4 any law of the State or the City, the permittee shall be provided notice
5 and given twenty (20) days to cure the violation. The 20 day cure period
6 shall not apply to medical marijuana business operating within the City
7 of Huntington Park without a valid Permit.
- 8 B. In the event the permittee fails to cure the violation within 20 days, any
9 Permit issued pursuant to the Article shall be summarily suspended.
10 Notice of the suspension shall be provided by posting on the premises.
- 11 C. At its next regular meeting, the City Council shall hear the matter, giving
12 at least twenty (20) days' notice of such hearing to the permittee. The
13 hearing may be continued from time to time at the discretion of the City
14 Council.
- 15 D. Upon the conclusion of the hearing, the City Council may continue the
16 suspension, revoke the Permit, or terminate the suspension and
17 reinstate the Permit. If the permittee fails to attend the hearing the
18 Permit shall be terminated. The decision of the City Council shall be
19 final and conclusive.

20 **3-1.2409 Permit Assignability.**

- 21 A. It shall be unlawful for any permittee to transfer, assign or attempt to
22 assign any Permit issued pursuant to the Article without written approval
23 from the City Council or the City Manager and compliance with any other
24 City requirements and approvals; if legalization of recreational marijuana
25 passes and/or new state laws, requirements or options are available for
26 the permittee to change its identity from a collaborative/non-profit to a
27 corporation, LLC or other business structure, the necessary
28 administrative transfer shall be done by City Council or
29 administratively by the City Manager.
- 30 B. It shall be unlawful for any permittee to move to a new location within the
31 permitted zone without written approval from the City Manager and
32 compliance with any other City requirements and approvals.

33 **3-1.2410 Regulatory Fee and Seller's Permit.**

- 34 A. In addition to the Permit application fee, the medical marijuana business
35 shall pay an annual Regulatory Fee. The Regulatory Fee shall be set by
36 City Council resolution, as modified from time to time. The Regulatory
37 Fee shall cover staff time for monitoring, regulation, documenting
38 breach, and nullifying Permits. The Regulatory Fee will be cost
39 recovering.

- 1 B. The State Board of Equalization has determined that medical marijuana
2 transactions are subject to sales tax, regardless of whether the
3 individual or group makes a profit, and those engaging in transactions
4 involving medical marijuana must obtain a seller's permit from the State
5 Board of Equalization.

6 **3-1.2411 Use of Revenue.**

- 7 A. Fifteen percent (15%) of revenues collected by the City from the medical
8 marijuana business shall be set aside and used by the City to fund an
9 Educational, Youth and/or Senior Programs Fund for the City Council to
10 use at its discretion. City Council approval shall be required prior to use
11 of such funds. The Educational and/or Youth Programs Fund shall be
12 established prior to the first City Council meeting after close the
13 application submittal period.
- 14 B. Fifteen percent (15%) of revenue collected by the City from the medical
15 marijuana business shall be set aside and used by the City to fund a
16 Residents Water Rate Fund account for the City Council's discretionary
17 use to lower and/or prevent water rate increase. City Council approval
18 shall be required prior to use of such funds. The Residents Water Rate
19 Fund account shall be established prior to the first City Council meeting
20 after close the application submittal period.

21 **3-1.2412 Operating Requirements and Standards.**

22 The medical marijuana business shall comply with operating requirements and
23 standards. Noncompliance of such operating requirements and standards shall
24 constitute a breach of the Permit issued hereunder and may render such Permit
25 suspended or revoked. In addition to any other operating requirements and standards
26 established by the City Council, permittees must comply with the following operating
27 requirements and standards:

- 28 A. Operating Agreement. All Permittees under this Article shall enter into
an operating agreement with the City and shall comply with all terms
within such negotiated and agreed upon operating agreement.
- B. Location. The final location of a medical marijuana business is subject to
compliance with the City Municipal Code and must be approved by the
City. The location of the medical marijuana business shall not be within
600 feet of a public or private school, park, or religious structure, unless
approved by the City Council or administratively by the City Manager.
- C. Hours of Operation. As designated by the State Cannabis
requirements.
- D. Cash Management System. All cash handling and all cash transactions
must meet State Cannabis requirements.

- 1
- 2
- 3 E. Use of Marijuana. No marijuana shall be smoked, ingested or otherwise
- 4 consumed on the premises of the medical marijuana business.
- 5 F. Minors. It is unlawful for any medical marijuana business permittee,
- 6 operator, or other person in charge of any medical marijuana business
- 7 to employ any person who is not at least 18 years of age. Persons under
- 8 the age of 18 shall not be allowed on the premises of a medical
- 9 marijuana business. The entrance to a medical marijuana business shall
- 10 be clearly and legibly posted with a notice indicating that persons under
- 11 the age of 18 are precluded from entering the premises.
- 12 G. Alcohol. The medical marijuana business shall not hold or maintain a
- 13 license from the State Department of Alcohol Beverage Control to sell
- 14 alcoholic beverages, or operate a business that sells alcoholic
- 15 beverages.
- 16 H. Operating Plan. A medical marijuana business must operate in
- 17 accordance with the operating plan, as detailed in Section 3-1.2404,
- 18 submitted as part of the permittees' Permit application.
- 19 I. Exterior Signage. All exterior signage must comply with the City's
- 20 existing sign ordinance.
- 21 J. Loitering. Loitering shall not be permitted in front of or at the medical
- 22 marijuana business.
- 23 K. If the medical marijuana business is a medical marijuana dispensary or
- 24 a joint medical marijuana dispensary, nursery and cultivation and
- 25 manufacturing facility, the following operating standards shall apply to
- 26 the dispensary:
- 27 1. Dispensing. A dispensary shall only dispense to State approved
- 28 recreational cannabis and qualified patients or primary caregivers
- with a currently valid physician's approval or recommendation in
- compliance with the criteria in California Health and Safety
- Code Section 11362.5 et seq or a state or county issued
- Medical Marijuana Identification Card. Dispensaries shall
- require such persons to provide valid official identification, such
- as a Department of Motor Vehicles driver's license or State
- Identification Card. Prior to dispensing medical cannabis, the
- dispensary shall obtain a verification from the recommending
- physician's office personnel that the individual requesting
- medical cannabis is or remains a qualified patient pursuant to
- state Health & Safety Code Section 11362.5.
2. Access. The entrance area of the dispensary building shall
- be strictly controlled. A viewer or video camera shall be
- installed in

1 the door that allows maximum angle of view of the exterior
2 entrance.

3 L. If the medical marijuana business is a cultivation and manufacturing
4 facility or a joint medical marijuana dispensary and cultivation and
5 manufacturing facility, the following operating standards shall apply to
6 the cultivation and manufacturing facility:

- 7 1. Indoor cultivation. A cultivation and manufacturing facility may
8 only cultivate marijuana indoors, no outdoor cultivation shall be
9 permitted.
- 10 2. Access. The entrance area of the cultivation and manufacturing
11 facility shall be strictly controlled. A viewer or video camera shall
12 be installed in the door that allows maximum angle of view of the
13 exterior entrance.

14 M. If the medical marijuana business is a transporter or distributor it must
15 utilize real-time geo-tracking and must give the city access to the real-
16 time geo-tracking feed.

17 **3-1.2413 Examination of Books, Records, Witnesses.**

- 18 A. The City shall be provided access to any and all financial information at
19 any time, as needed.
- 20 B. The City is authorized to examine the books, papers, tax returns and
21 records of any permittee for the purpose of verifying the accuracy of any
22 information provided.
- 23 C. The Police Department is authorized to review the security video
24 maintained by the medical marijuana business.
- 25 D. The City is authorized to examine a person under oath, for the purpose
26 of verifying the accuracy of any information provide.
- 27 E. Every permittee is directed and required to furnish to the City the means,
28 facilities and opportunity for making such financial examinations and
investigations.
- F. Any permittee refusal to comply with this Section shall be deemed a
violation of this Article.

29 **3-1.2414 Liability and Indemnification.**

- 30 A. To the fullest extent permitted by law, any actions taken by a public
31 officer or employee under the provisions of this Article shall not become
32 a personal liability of any public officer or employee of the City.
- 33 B. The permittees under this Article hereby agree to save, defend,
34 indemnify and keep harmless the City and its officials, officers,

1 employees, representatives, agents and volunteers from all actions,
2 claims, demands, litigation, or proceedings, including those for
3 attorneys' fees, against the City in consequence of the granting of this
4 permit, and will in all things strictly comply with the conditions under
5 which this permit is granted, if any.

6 **3-1.2415 Prohibited Operations.**

- 7 A. All medical marijuana businesses that do not have a Permit under this
8 Article are expressly prohibited. All medical marijuana businesses in
9 violation of California Health and Safety Code Section 11326.7 et seq.
10 and 11362.5 and this Article are expressly prohibited. It is unlawful for
11 any medical marijuana business in the City, or any agent, employee or
12 representative of such business, to permit any breach of peace therein
13 or any disturbance of public order or decorum by any tumultuous, riotous
14 or disorderly conduct on the premises of the dispensary.
- 15 B. No use which purports to have delivered, cultivated or distributed
16 marijuana prior to the enactment of this chapter shall be deemed to
17 have been a legally established use under the provisions of the
18 Huntington Park Zoning Code, this Article, or any other local ordinance,
19 rule or regulation, and such use shall not be entitled to claim legal
20 nonconforming status.

21 **3-1.2416 Violations and Enforcement.**

- 22 A. Cure period. In the event the permittee has violated any provisions, rules
23 or regulations of this Article or has violated or permitted the infraction of
24 any law of the State or the City, the permittee shall be provided notice
25 and given twenty (20) days to cure the violation before any penalties
26 begin to accrue. The 20 day cure period shall not apply to any medical
27 marijuana business operating within the City of Huntington Park without
28 a valid Permit, or any business that is required to have a Permit under
this Article that is delivering medical marijuana and/or medical
marijuana-infused products within the City of Huntington Park without a
valid Permit and penalties shall begin to accrue immediately.
- B. Violations. After the cure period, each and every violation of this Article
shall constitute a separate violation and shall be subject to all remedies
and enforcement measures authorized by this Code and the State of
California.
- C. Penalties. Any person guilty of a misdemeanor pursuant to the
provisions of this Article shall be punishable as set forth in Chapter 2 of
Title 1 of this Code.
- D. Public nuisances. In addition to the penalties provided for violations, any
condition caused or permitted to exist in violation of any of the provisions
of this Article after the cure period shall be deemed a public nuisance

1 and may be summarily abated as such by the City, and each day such
2 violation continues shall be regarded as a new and separate offense.

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

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

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

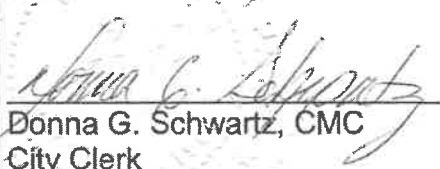
19 **SECTION 8.** This Ordinance shall take effect thirty (30) days after its final
20 passage by the City Council.

21 **SECTION 9.** The City Clerk shall certify to the adoption of this Ordinance and
22 cause the same to be published in the manner prescribed by law.

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

24 
25 Graciela Ortiz, Mayor

26 ATTEST:

27 
28 Donna G. Schwartz, CMC
City Clerk

CERTIFICATION

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

I, Eduardo Sarmiento City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Ordinance No. 2022-XXX was introduced on November 15, 2022, and duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 15th day of November, 2022, by the following vote, to wit:

AYES: Council Member(s):

NOES: Council Member(s):

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Seal of the City of
Huntington Park, this 15th day of November 2022.

ITEM NO. 5



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

December 6, 2022

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 TO PURCHASE AN AUTOMATED LICENSE PLATE READER (ALPR) CAMERA SYSTEM WITH YEAR 2020 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT FUNDS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize the requisition of State Homeland Security Program (SHSP) grant funds from account number 230-7134-421.74-10, for the purchase of an Automated License Plate Recognition (ALPR) camera system in the amount of \$157,319.34; and
2. Approve the purchase of eleven (11) ALPR cameras, associated hardware, warranty, and hosted software service from the most responsible bidder; Motorola Solutions, LLC (formerly Vigilant Solutions), to be installed at nine (9) intersections throughout the City; and
3. Authorize the City Manager to enter into an agreement with Motorola Solutions to purchase the hardware, software and service necessary to install, operate and maintain the ALPR system; and
4. Authorize the Chief of Police to oversee the installation of the ALPR system, complete the project, and operate the system; and
5. Provide an opportunity for public comment pursuant to California Civil Code 1798.90.55.

CONSIDERATION AND APPROVAL TO PURCHASE AN AUTOMATED LICENSE PLATE READER (ALPR) CAMERA SYSTEM WITH YEAR 2020 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT FUNDS

December 6, 2022

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BACKGROUND

During the regularly scheduled City Council meeting on October 4, 2022, the City Council accepted grant funding in the amount of \$174,185 and approved the State Homeland Security Program subrecipient agreement for grant year 2020 between the County of Los Angeles and the City of Huntington Park. As noted in the previous staff report of October 4, 2022, the Police Department requested approval for a grant modification to utilize these grant funds to purchase Automated License Plate Recognition (ALPR) camera technology for installation at fixed intersections within the City. The grant modification was approved by the California Office of Emergency Services (CalOES), up to an amount of \$160,000 for the ALPR system project.

Automated License Plate Recognition (ALPR) technology was authorized for use by state and local law enforcement agencies by the passage of California Senate Bill 1330 on May 29, 2012.

In 2016, Senate Bill 34 – “Automated License Plate Recognition Systems: Use of Data” became law. The Civil Code requires agencies using ALPR systems, to post the policy on the agency’s website and provide the opportunity for public comment at a regularly scheduled meeting of the agency’s governing body.

ALPR systems utilize special cameras to capture a color image, as well as an infrared image, of a license plate from a passing vehicle. The license plate number is automatically compared against law enforcement databases for review against reported stolen vehicles, stolen license plates, wanted persons, missing persons, and other public safety-related files. ALPR data may also be used to gather information related to active arrest warrants, wanted suspects, stolen property, and other local or wide-area homeland security concerns. ALPR cameras are a valuable tool in day-to-day police operations and in criminal investigations.

The project consists of installing eleven (11) fixed ALPR cameras at nine (9) major intersections throughout the City. Based on staff’s analysis of the City’s infrastructure and traffic flow patterns, staff identified the following intersections to be equipped with ALPR cameras;

- | | |
|--|--|
| 1). Gage Avenue/Santa Fe Avenue (eastbound) | 6). State Street/Santa Ana Street (northbound) |
| 2). Pacific Boulevard/Gage Avenue(northbound) | 7). State Street/Slauson Avenue (southbound) |
| 3). Pacific Boulevard/Gage Avenue (southbound) | 8). Florence Avenue/State Street (westbound) |
| 4). Gage Avenue/Salt Lake Avenue (westbound) | 9). Miles Avenue/Gage Avenue (northbound) |
| 5). Slauson Avenue/Santa Fe Avenue (east & west bound) | |

The installation of the ALPR cameras at the noted intersections is further described in the attached Motorola Solutions Design Document L5F/Project Plan.

**CONSIDERATION AND APPROVAL TO PURCHASE AN AUTOMATED LICENSE
PLATE READER (ALPR) CAMERA SYSTEM WITH YEAR 2020 STATE HOMELAND
SECURITY PROGRAM (SHSP) GRANT FUNDS**

December 6, 2022

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RECOMMENDATION:

Staff recommends the City Council approve the purchase of the Vigilant Solutions ALPR system, which is a product of Motorola Solutions. HPPD staff, in consultation with the City's Information Technology (IT) service provider LANWAN Enterprise conducted extensive research pertaining to ALPR technology and ultimately considered three companies to purchase the technology from; 1) Motorola Solutions, LLC; 2) Flock Safety; and 3) Rekor Intelligence Driven Innovation. Based on comprehensive assessment and careful consideration, staff made the determination that Motorola Solutions was the most responsible and prudent choice. Motorola Solutions' ability to share data with neighboring cities is one of the most significant and beneficial elements of this project.

(Note: Rekor Intelligence Driven Innovation was unresponsive in providing a price quote; therefore, this company was not given further consideration by staff.)

Motorola Solutions is an industry leader in ALPR technology with a proven record of quality, durability, and reliability. Motorola Solutions ALPR systems readily connect to, and share data with, other agencies through a software platform known as Law Enforcement Archival and Reporting Network (LEARN). The LEARN platform provides access to over five billion, law enforcement shared, nationwide ALPR detections and over 150 million additional detections, which are added monthly. Motorola Solutions software is proprietary, eliminating the need for secondary vendors. Motorola Solutions installs, maintains, and services their ALPR system exclusively. Motorola Solutions also allows for the outright purchase of the hardware (cameras), which in staff's opinion, will provide better long-term value than leasing the hardware. Motorola Solutions cameras are hardwired for reliability. The data secure cloud hosted storage capacity offered by Motorola Solutions also provides better value than the other companies considered. The following is a comparative table of features provided by Motorola Solutions compared to Flock Safety;

Note: Rekor Intelligence Driven Innovation was not given consideration during this phase of the assessment process due to being unresponsive with pricing.;

| | | | | | |
|---------------------------|---|----------------------------------|-----------------------|---|----------------------|
| MOTOROLA SOLUTIONS | Shares data with other Vigilant systems and LEARN | City owns the cameras (hardware) | Cameras are hardwired | Data storage 5 years. | City owns ALPR data |
| FLOCK SAFETY | Shares data with only other Flock systems | City leases hardware | Cameras are wireless | Data storage 30 days. (Additional storage at a cost). | Flock owns ALPR data |

**CONSIDERATION AND APPROVAL TO PURCHASE AN AUTOMATED LICENSE
PLATE READER (ALPR) CAMERA SYSTEM WITH YEAR 2020 STATE HOMELAND
SECURITY PROGRAM (SHSP) GRANT FUNDS**

December 6, 2022

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FISCAL IMPACT/FINANCING

This project is funded with SHSP grant funds. The total cost of this ALPR project, including initial installation, initial cost of propriety software subscription, and an additional three (3) years software subscription is; \$157,319.34, to be drawn from account number 230-7134-421.74-10. Motorola Solutions provided a \$16,500 discount in their pricing recognizing that some equipment from an old ALPR system is already in place at some of the intersections which have been identified for this project. The following is an illustration of the cost breakdown associated with this project;

| Company | Project Price Quote | Project Discount | Subscription | Total Project Cost |
|---------------------------|--------------------------------|-----------------------------|--------------------------|-------------------------------|
| MOTOROLA SOLUTIONS | 156,494.34 | -16,500.00 | 17,325.00 *(see note) | 157,319.34 |
| FLOCK SAFETY | 157,850.00 | 0 | (inclusive 5 years) | 157,850.00 |
| REKOR INTELLIGENCE | (unresponsive) | n/a | n/a | n/a |

Notes:

- I. Expanded pricing and project details are further described in the attached documents.
- II. *Motorola Solutions is providing an additional three (3) years software subscription at a cost of \$5,775 per year (X3=17,325), for a total of four (4) years inclusive of this project cost. The important factor about Motorola Solutions software subscription is that data is stored for five (5) years, compared to Flock Safety which only stores data for one (1) year. Flock will store data for additional years, at an additional cost per year, which makes Motorola Solutions a better value.
- III. In order to link communication between ALPR cameras and the data storage server, there will be a \$960 yearly unlimited data subscription cost through AT&T, beginning with FY 2023-2024.

ENVIRONMENT ANALYSIS

This action of approving this contract is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§15000, et seq.) Section 15378 and is therefore exempt from CEQA.

**CONSIDERATION AND APPROVAL TO PURCHASE AN AUTOMATED LICENSE
PLATE READER (ALPR) CAMERA SYSTEM WITH YEAR 2020 STATE HOMELAND
SECURITY PROGRAM (SHSP) GRANT FUNDS**

December 6, 2022

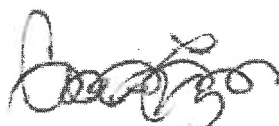
Page 5 of 5

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

- A. Motorola Solutions Project Quote #LQW-0421-01
- B. Motorola Solutions Design Document L5F Project Plan
- C. Motorola Solutions Proprietary Software Letter
- D. Motorola/Vigilant Solutions Draft Agreement
- E. Flock Safety Price Quote and Draft Agreement

ATTACHMENT "A"

| | | | | | |
|--|---|--|--|---|-------------|
|  | | Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113 | |  | |
| Issued To: | Huntington Park Police Department - Attention: Detective Mike Parsa | | | Date: | 11-29-22 |
| Project Name: | L5F -PIPS Upgrade - Huntington Park | | | Quote ID: | LQW-0421-02 |

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Hardware (One Time Cost)

| Qty | Item # | Description |
|-----------------------|--------------------------------|---|
| (11) | VSF-025-L5F | L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable <ul style="list-style-type: none"> Dual-lens camera with infrared LEDs for plate illumination 55ft - 85ft capture distance and up to 2 lane coverage Internal trigger for capture of plate alphanumerics, vehicle make and model Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions 60' camera cable included Includes CarDetector LPR software for local server hosting LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> Full suite of LPR tools including data analytics |
| Subtotal Price | | \$68,596.00 |
| Qty | Item # | Description |
| (11) | VS-FX-UNI-POLE-WALL-BRKT_REV_B | Fixed LPR Camera Bracket <ul style="list-style-type: none"> Pole or Wall Mount - UPR ARM ASSY POLE & WALL MOUNT BLK REV B |
| Subtotal Price | | \$3,850.00 |
| Qty | Item # | Description |
| (9) | BCAV1F2-C600 | Vigilant Fixed Camera Communications Box <ul style="list-style-type: none"> Manages power and communications for up to four (4) Vigilant fixed LPR cameras Includes modem for communication with cellular carriers <ul style="list-style-type: none"> SIM Card not included |
| Subtotal Price | | \$25,011.00 |

Camera Licensing & LEARN

(4 Year Coverage)

| Qty | Item # | Description |
|-----------------------|------------|--|
| (4) | VSBCSVC-01 | Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> Includes access to all LEARN or Client Portal and CarDetector software updates Priced per camera per year for up to 14 total camera units registered Requires new/existing Enterprise Service Agreement (ESA) |
| Subtotal Price | | \$23,100.00 |
| Qty | Item # | Description |
| (4) | TAS-UL | Target Alert Service - LPR Alert Delivery Software - Unlimited User <ul style="list-style-type: none"> Real Time LPR notification and mapping software sends LPR alerts to any in-network PC Send Alerts over any communication protocol including LAN, WAN, internet wireless, etc. Server Client software compatible with all Vigilant CDFS applications |
| Subtotal Price | | \$0.00 |

Technical Services

| Qty | Item # | Description |
|-----------------------|-------------|--|
| (1) | SSU-LN-COM | Vigilant Start Up & Configuration of Hosted/Managed Server Account <ul style="list-style-type: none"> New client account setup Required for all hosted/managed client accounts |
| Subtotal Price | | \$1,275.00 |
| Qty | Item # | Description |
| (1) | INSTALL | Installation of new hardware at existing camera locations. <ul style="list-style-type: none"> Engineered Traffic Control Plans Not Included. |
| Subtotal Price | | \$33,000.00 |
| Qty | Item # | Description |
| (7) | SSU-SYS-COM | Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> Vigilant technician to visit customer site Includes system start up, configuration and commissioning of LPR system Includes CDM/CDF Training Applies to mobile (1 System) and fixed (1 Camera) LPR systems |
| Subtotal Price | | \$6,685.00 |

| Qty | Item # | Description |
|-----------------------|------------|--|
| (1) | VS-TRVL-01 | Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> Vigilant certified technician to visit client site Includes all travel costs for onsite support services |
| Subtotal Price | | \$1,488.00 |

Delivery

| Qty | Item # | Description |
|-----------------------|-----------|---|
| (15) | VS-SHP-02 | Vigilant Shipping Charges - Fixed or Comms <ul style="list-style-type: none"> Applies to each fixed camera LPR System Or Communication Box Purchased without LPR System Shipping Method is FOB Shipping |
| Subtotal Price | | \$825.00 |
| Qty | Item # | Description |
| (1) | Sales Tax | Sales Tax @ 10.25% of \$97,457.00 = \$9,989.34 |
| Subtotal Price | | \$9,989.34 |

Hardware Upgrade Credit

| Qty | Item # | Description |
|-----------------------|----------------|---------------------------------|
| (11) | Upgrade Credit | Hardware Upgrade Credit. |
| Subtotal Price | | -\$16,500.00 |

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
5. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
6. This Quote does not include anything outside the above stated bill of materials.
7. Motorola's Master Customer Agreement and all applicable addenda, available at https://www.motorolasolutions.com/en_us/about/legal.html shall govern the products and services, and is incorporated herein by this reference.
8. LA County Master Agreement Pricing.
9. Customer to provide cellular data SIMs w/ plan for (9) VLPs.
10. Customer to provide no cost permits, if required.
11. Customer to assist with traffic control if needed.
12. Hardware Upgrade Credit for legacy hardware.

Quoted by: Louis Wershaw - 209-283-0990 - louis.wershaw@motorolasolutions.com

| | |
|----------------|--------------|
| Subtotal Price | \$173,819.34 |
| Total Discount | \$16,500.00 |
| Total Price | \$157,319.34 |

ATTACHMENT "B"



MOTOROLA SOLUTIONS

L5F Design Document – Rev A

Project Plan Scoping Document for:

City of Huntington Park, CA

Project Type:

Fixed LPR

Date:

September 13th, 2022

Location:

Huntington Park, CA

Project Scoping Provided by:

Tad Aarant, Sales Solutions Engineer

Motorola Solutions Contacts:

Tad Aarant, Sales Engineer, 865-804-0191, tad.aarant@motorolasolutions.com




Louis Wershaw, RSM, 209-283-0990, louis.wershaw@motorolasolutions.com

L5F - Opening Notes:

- The pictures depicted in this document are intended to represent the suggested camera location for the Motorola Solutions fixed LPR equipment. The illustrations below were created to show approximate equipment installation locations in order to provide optimal coverage and product efficiency.
- An additional site walk may be required prior to installation in order to confirm final camera placement. In addition to project approval; final camera placement will also be contingent on camera viewing specs, power sourcing availability, new/existing infrastructure availability and attachment approval.
- For questions regarding hardware and software compliance and setup, please contact the Sales Engineer at the contact listed above.
- Please note that when covering two lanes of traffic with a single camera, obstruction from larger vehicles may occur.

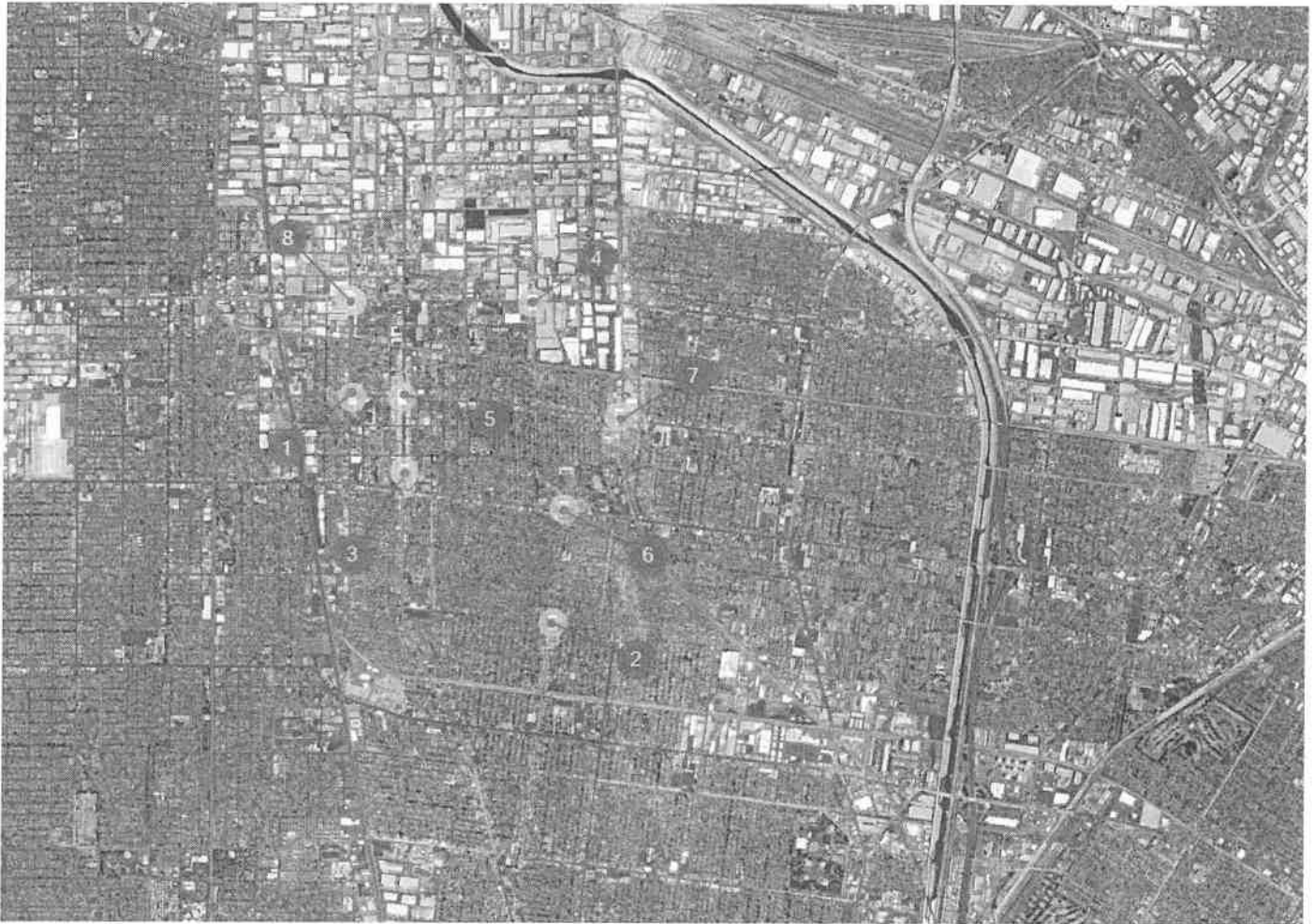
General Installation Notes:

- All power provided for the LPR Motorola VLP Communications Boxes should be terminated on a dedicated 15-20 amp Circuit Breaker.
- All Power supplied to Motorola VLP Communications Boxes MUST be at least 120V, But NOT greater than 277V. Any power source greater than 120volts may require a step-down transformer to properly supply power to the VLP Comms Box.
- Installation contractors will be responsible for determining the needs to convert power supply points to the proper voltage required to operate Motorola equipment.
- All Motorola LPR cameras run exclusively off POE. All POE cables MUST be terminated into the designated VLP Comms Box.
- All CAT6 cable runs SHALL NOT exceed 100 meters in length from the VLP Comms Box to the camera, without a POE switch to account for additional lengths.
- Motorola VLP Comms Boxes to support up to 6 LPR cameras. More than 6 cameras in a location will require additional VLP Comms Box.
- Customer to work with installation contractor and Motorola Solutions on coordinating site personnel for approval as it pertains to power sourcing and LPR camera attachment points for ALL Motorola LPR equipment.
- The approved Installation contractor will be responsible for coordinating ALL site utility locates, which MUST be performed prior to any construction.
- Customer is responsible for purchasing ALL additional hardware outside of what is included with the Motorola purchased cameras and VLP Comms Box as it pertains to mounting and installation.
- New poles and arms for LPR camera attachment to be purchased by customer and/or contractor and installed by the contractor.

| SITE LEGEND | |
|---|---|
|  | VLP Communications Box |
|  | L5F LPR Camera |
|  | LPR Camera & Field of View (multiple cameras will be shown in different colors) |

Overview of Sites

Click [HERE](#) to view the online mapping tool for the layout of camera coverage for this project.



Sites

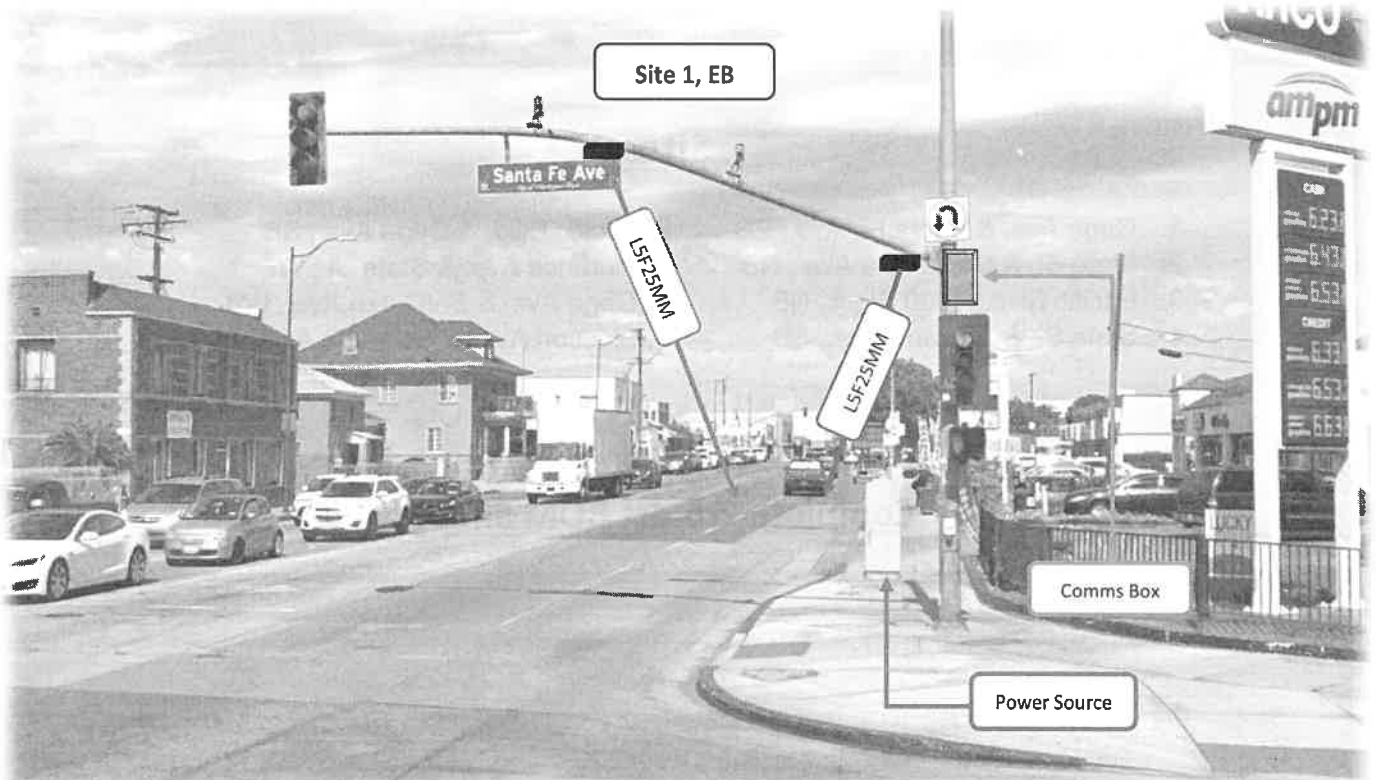
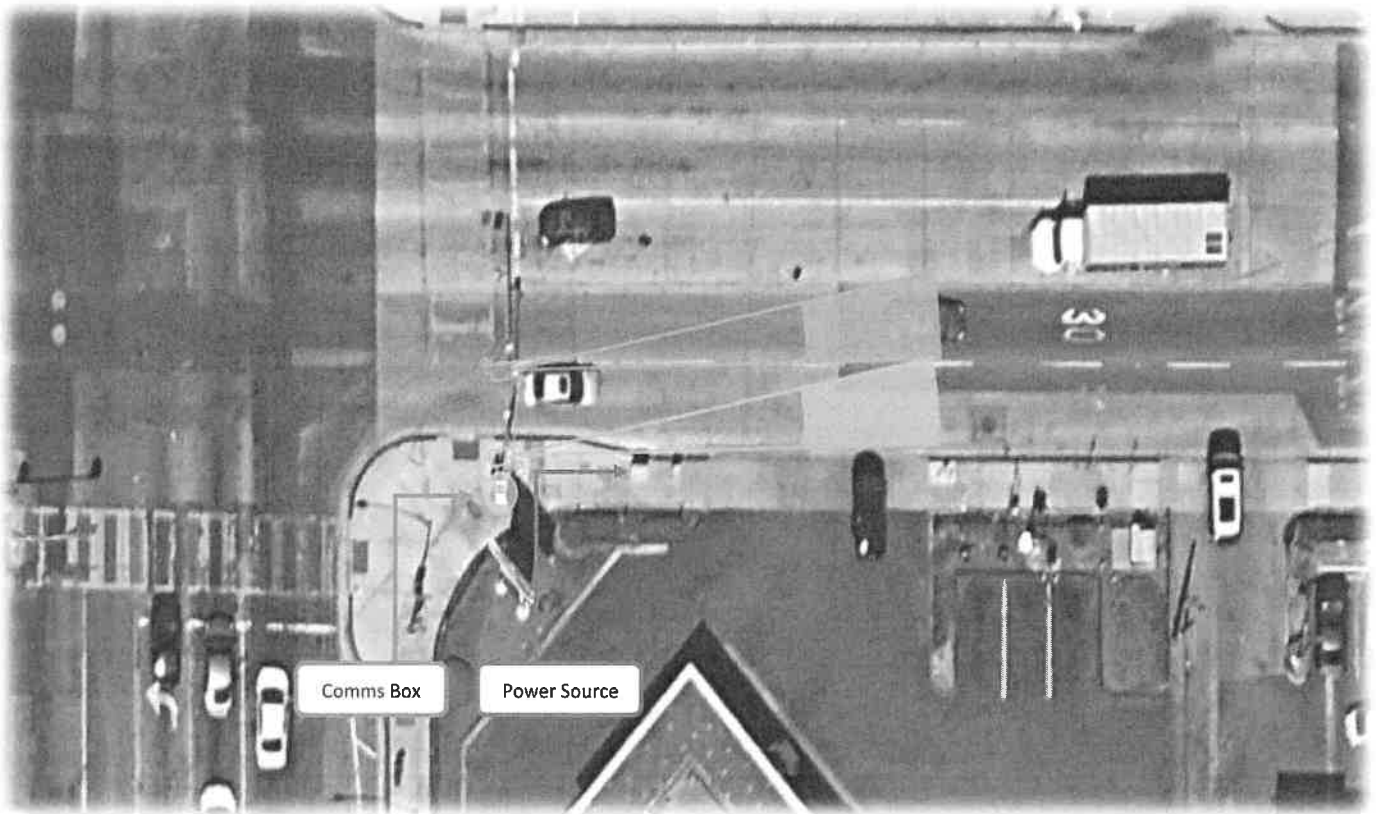
- | | |
|-----------------------------------|---|
| 1. Gage Ave. & Santa Fe Ave., EB | 5. Pacific Blvd. & Gage Ave., SB |
| 2. State St. & Santa Ana Ave., NB | 6. Florence Ave. & State St., WB |
| 3. Pacific Blvd., 7000 Block, NB | 7. Gage Ave. & Salt Lake Ave., WB |
| 4. State St. & Slauson Ave., SB | 8. Slauson Ave. & Santa Fe Ave., EB, WB |

Complete Project BOM Sheet

| <u>Equipment Type</u> | <u>Quantity</u> |
|--|-----------------|
| VLP Communications Box | 9 |
| 25MM L5F Camera | 11 |
| L5F Camera Cable – 60 Ft. (Each Camera Kit comes with one) | 11 |
| Single Camera Mounting Bracket | 11 |

Site 1 – Gage Ave. & Santa Fe Ave., EB

Click [HERE](#) to view the online mapping tool for the layout of camera coverage for this project.



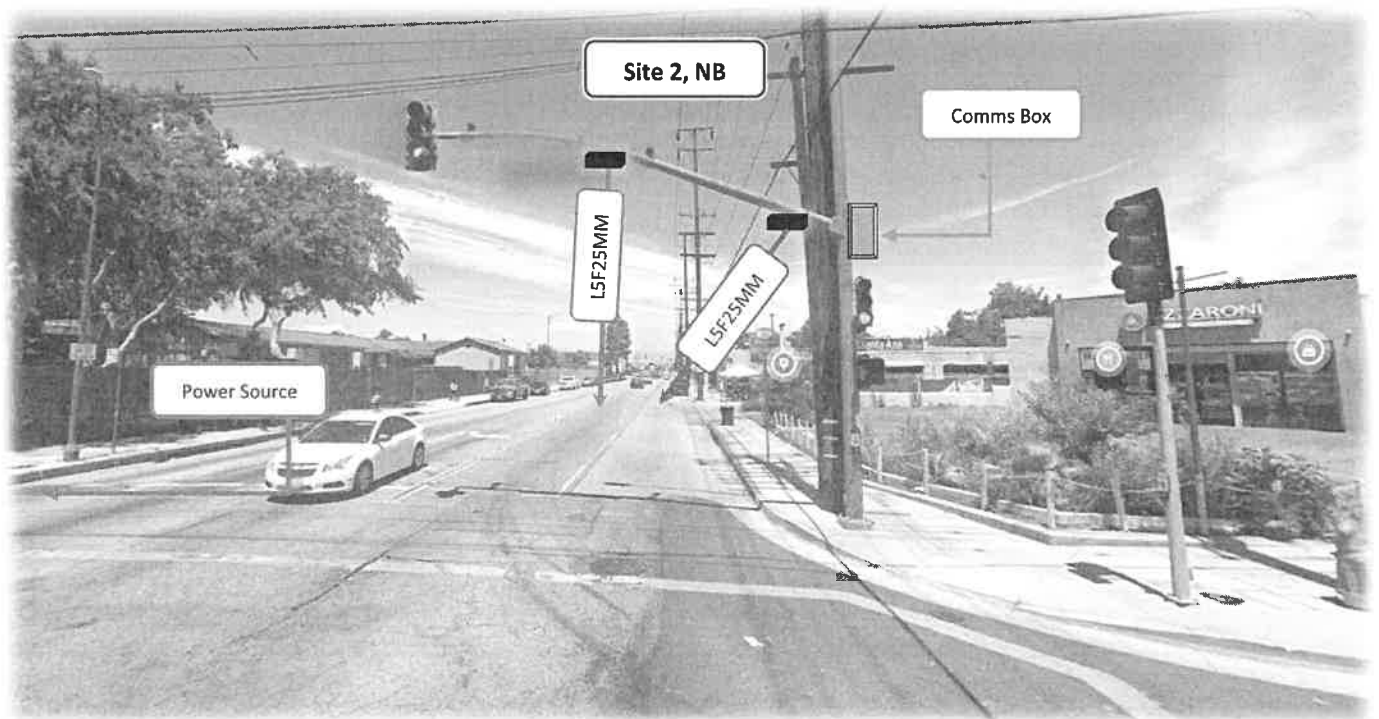
Site 1 - Continued:

- Proposed Power Source – 120v constant power to be sourced from Signal Cabinet on SE corner.
 - Use the same 120v source that was powering up the existing NEMA Box / Camera System.
- VLP Comms Boxes to be mounted on side of light poles as shown.
 - Requirements for VLP Comms Box mounting location will be as follows:
 - 120 Volt constant power source to supply power to VLP Comms Box.
 - Recommend VLP Comms Box circuit be protected with a 15/20amp circuit breaker.
(installation electrician responsible for ensuring install meets state and local codes.)
 - Mount new VLP-Comms Box in same location as original equipment to ensure input power cable reaches new box.
- Note: Two camera system will draw approximately 90 watts of power.
- Note: ALL new equipment is to be mounted using the new banding and installation hardware provided.
*ALL old / existing hardware is not to be reused!
- Note: When covering two lanes of traffic with a single camera, obstruction from larger vehicles may occur.
- Cameras to be mounted approximately where and as shown in this document.
 - Leave a drip loop in camera cables where they attach to cameras.
- Connectivity to be provided by cellular SIM card, or existing LAN/Fiber network if available.
 - Customer is responsible for supplying a SIM card if cellular connectivity will be used. Modem requires size "2FF" SIM card.

| Site 1 BOM Sheet | |
|--------------------------------|---------------------------|
| Equipment Type | Quantity |
| VLP Communications Box | 1 |
| 25 MM L5F Camera | 2 |
| L5F Camera Cable – 60ft | 2– Ships With Each Camera |
| Single Camera Mounting Bracket | 2 |

Site 2 – State St. & Santa Ana Ave., NB

Click [HERE](#) to view the online mapping tool for the layout of camera coverage for this project.



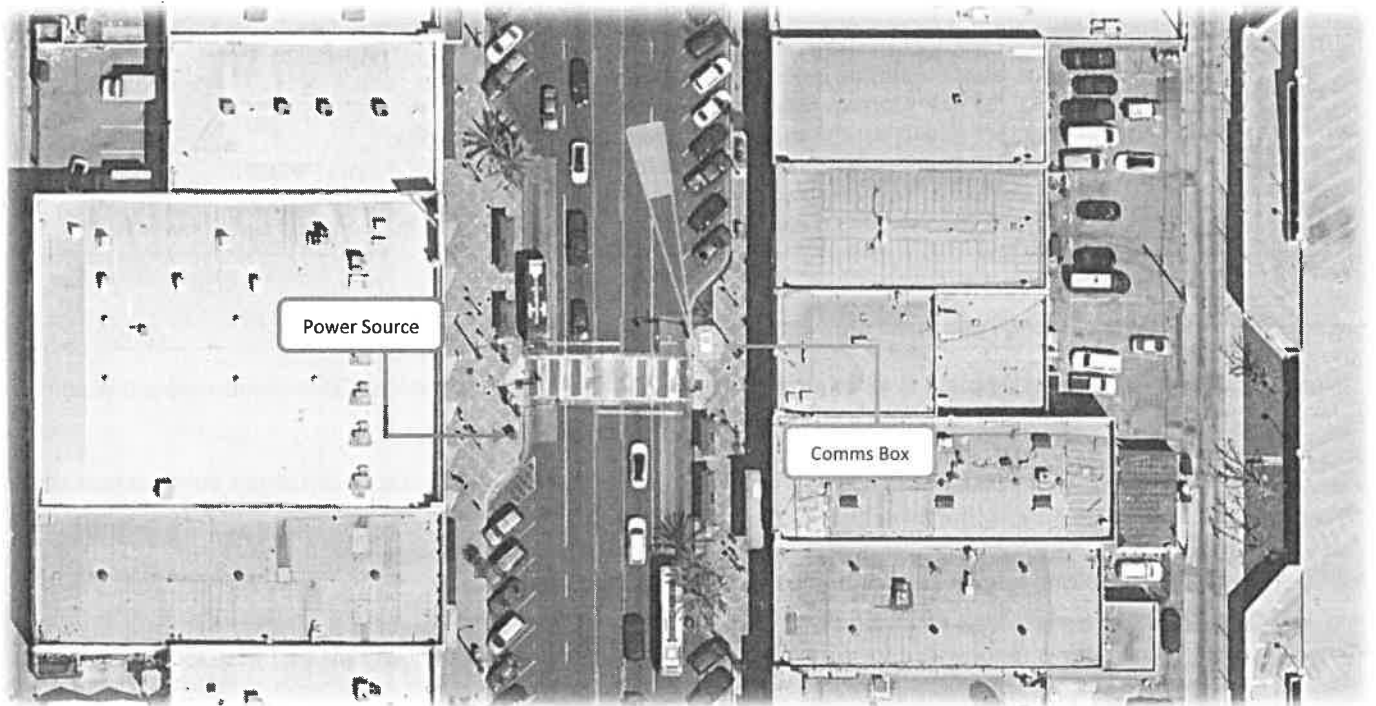
Site 2 - Continued:

- Proposed Power Source – 120v constant power to be sourced from Signal Cabinet on NW corner.
 - Use the same 120v source that was powering up the existing NEMA Box / Camera System.
- VLP Comms Boxes to be mounted on side of light poles as shown.
 - Requirements for VLP Comms Box mounting location will be as follows:
 - 120 Volt constant power source to supply power to VLP Comms Box.
 - Recommend VLP Comms Box circuit be protected with a 15/20amp circuit breaker.
(installation electrician responsible for ensuring install meets state and local codes.)
 - Mount new VLP-Comms Box in same location as original equipment to ensure input power cable reaches new box.
- Note: Two camera system will draw approximately 90 watts of power.
- Note: ALL new equipment is to be mounted using the new banding and installation hardware provided.
*ALL old / existing hardware is not to be reused!
- Note: When covering two lanes of traffic with a single camera, obstruction from larger vehicles may occur.
- Cameras to be mounted approximately where and as shown in this document.
 - Leave a drip loop in camera cables where they attach to cameras.
- Connectivity to be provided by cellular SIM card, or existing LAN/Fiber network if available.
 - Customer is responsible for supplying a SIM card if cellular connectivity will be used. Modem requires size "2FF" SIM card.

| Site 2 BOM Sheet | |
|--------------------------------|----------------------------|
| Equipment Type | Quantity |
| VLP Communications Box | 1 |
| 25 MM L5F Camera | 2 |
| L5F Camera Cable – 60ft | 2 – Ships With Each Camera |
| Single Camera Mounting Bracket | 2 |

Site 3 – Pacific Blvd., 7000 Block, NB

Click [HERE](#) to view the online mapping tool for the layout of camera coverage for this project.



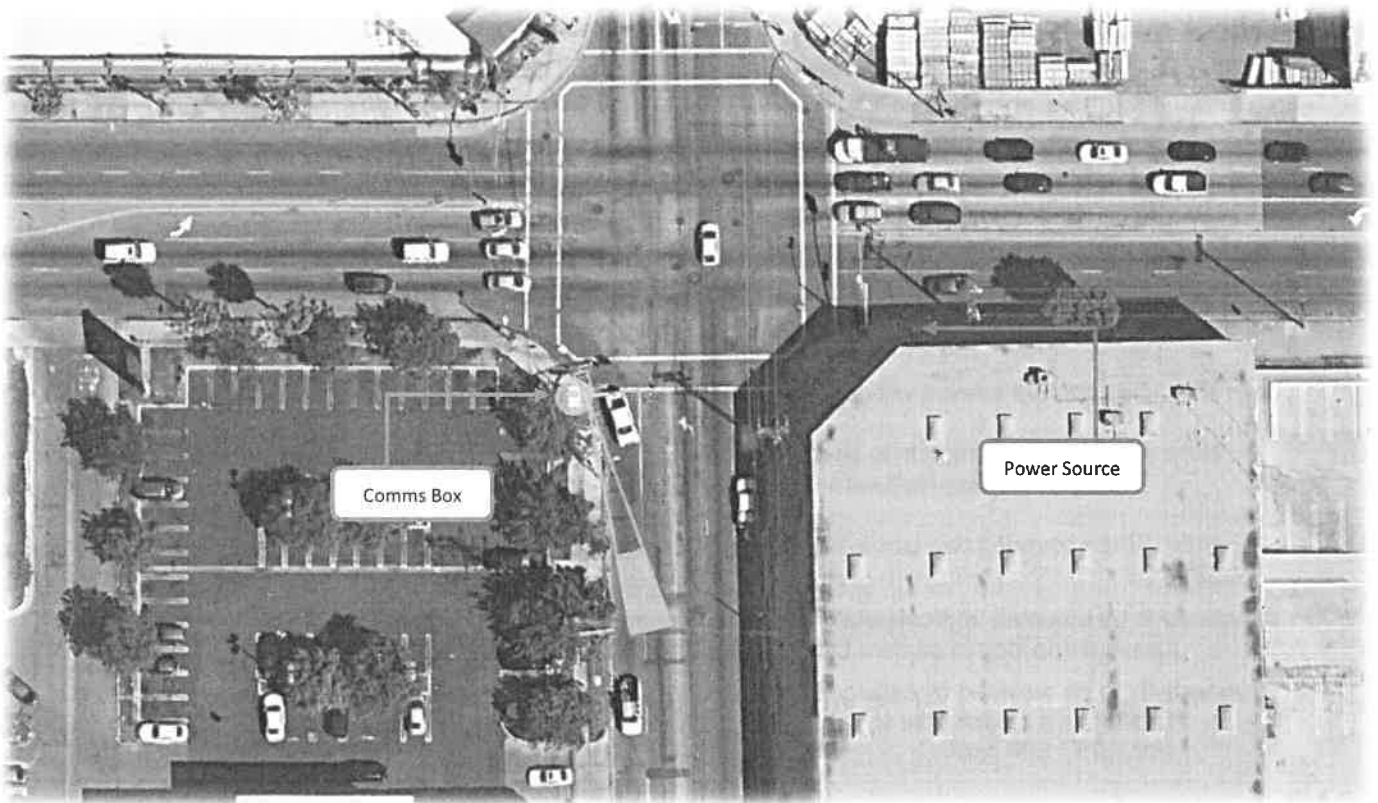
Site 3 - Continued:

- Proposed Power Source – 120v constant power to be sourced from Signal Cabinet on West Side of cross walk.
 - Use the same 120v source that was powering up the existing NEMA Box / Camera System.
- VLP Comms Boxes to be mounted on side of light poles as shown.
 - Requirements for VLP Comms Box mounting location will be as follows:
 - 120 Volt constant power source to supply power to VLP Comms Box.
 - Recommend VLP Comms Box circuit be protected with a 15/20amp circuit breaker.
(installation electrician responsible for ensuring install meets state and local codes.)
 - Mount new VLP-Comms Box in same location as original equipment to ensure input power cable reaches new box.
- Note: One camera system will draw approximately 75 watts of power.
- Note: ALL new equipment is to be mounted using the new banding and installation hardware provided.
*ALL old / existing hardware is not to be reused!
- Note: When covering two lanes of traffic with a single camera, obstruction from larger vehicles may occur.
- Cameras to be mounted approximately where and as shown in this document.
 - Leave a drip loop in camera cables where they attach to cameras.
- Connectivity to be provided by cellular SIM card, or existing LAN/Fiber network if available.
 - Customer is responsible for supplying a SIM card if cellular connectivity will be used. Modem requires size "2FF" SIM card.

| Site 3 BOM Sheet | |
|--------------------------------|----------------------------|
| Equipment Type | Quantity |
| VLP Communications Box | 1 |
| 25 MM L5F Camera | 1 |
| L5F Camera Cable – 60ft | 1 – Ships With Each Camera |
| Single Camera Mounting Bracket | 1 |

Site 4 – State St. & Slauson Ave., SB

Click [HERE](#) to view the online mapping tool for the layout of camera coverage for this project.



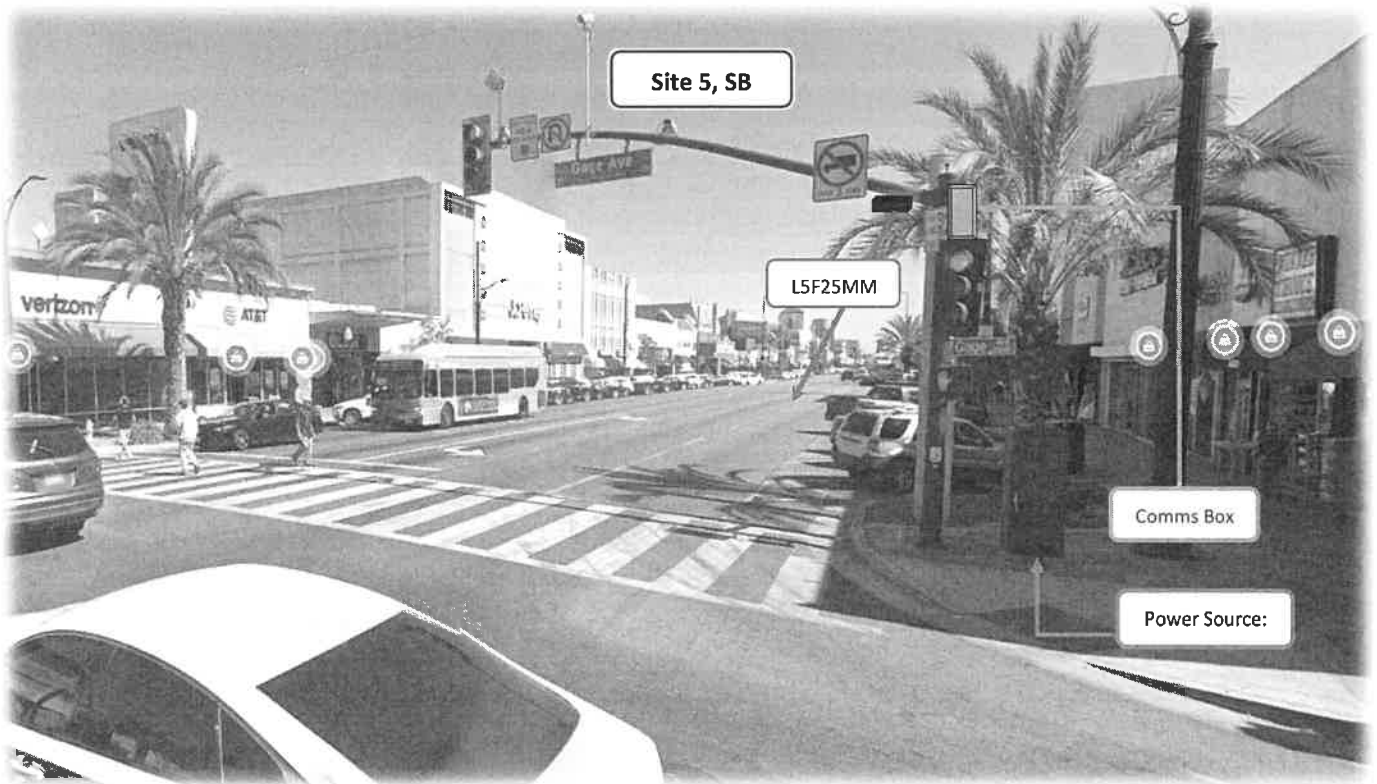
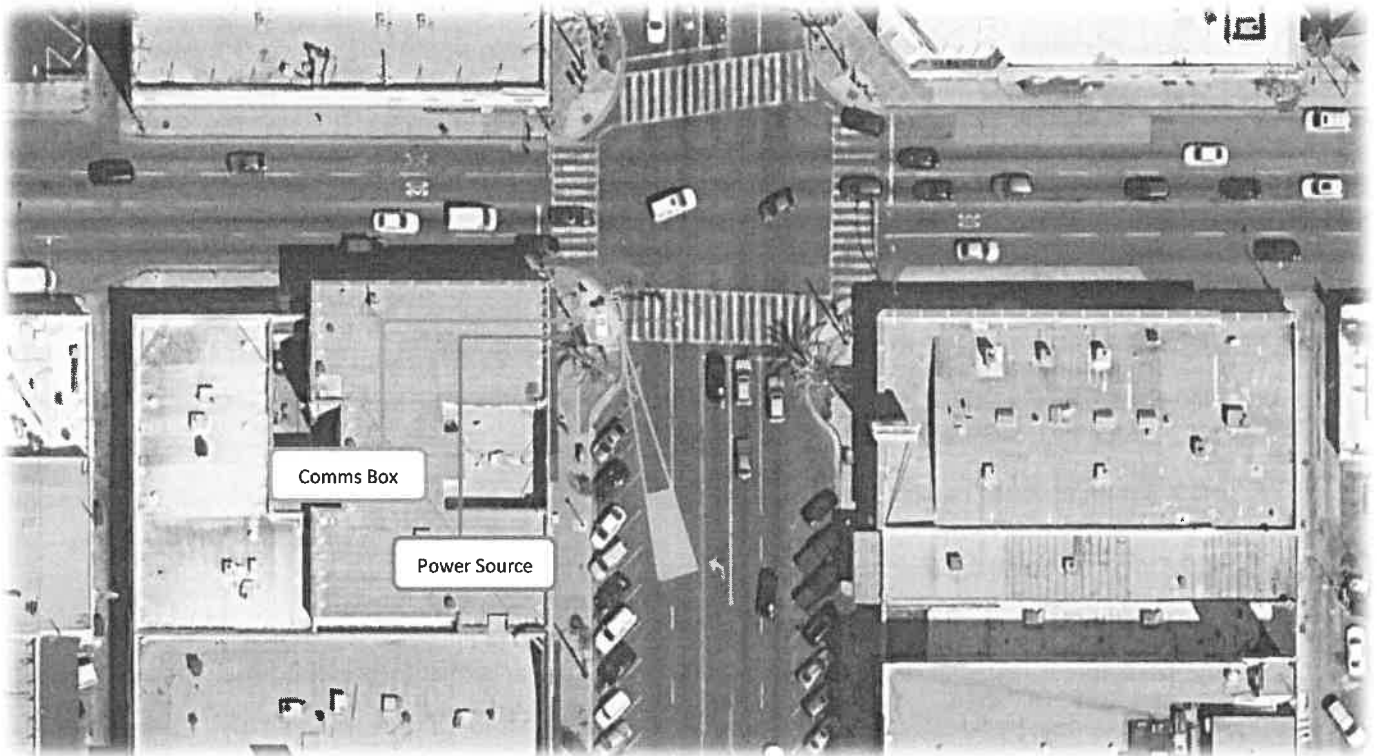
Site 4 - Continued:

- Proposed Power Source – 120v constant power to be sourced from Signal Cabinet on SE corner.
 - Use the same 120v source that was powering up the existing NEMA Box / Camera System.
- VLP Comms Boxes to be mounted on side of light poles as shown.
 - Requirements for VLP Comms Box mounting location will be as follows:
 - 120 Volt constant power source to supply power to VLP Comms Box.
 - Recommend VLP Comms Box circuit be protected with a 15/20amp circuit breaker. (installation electrician responsible for ensuring install meets state and local codes.)
 - Mount new VLP-Comms Box in same location as original equipment to ensure input power cable reaches new box.
- Note: One camera system will draw approximately 75 watts of power.
- Note: ALL new equipment is to be mounted using the new banding and installation hardware provided.
*ALL old / existing hardware is not to be reused!
- Note: When covering two lanes of traffic with a single camera, obstruction from larger vehicles may occur.
- Cameras to be mounted approximately where and as shown in this document.
 - Leave a drip loop in camera cables where they attach to cameras.
- Connectivity to be provided by cellular SIM card, or existing LAN/Fiber network if available.
 - Customer is responsible for supplying a SIM card if cellular connectivity will be used. Modem requires size "2FF" SIM card.

| Site 4 BOM Sheet | |
|--------------------------------|----------------------------|
| Equipment Type | Quantity |
| VLP Communications Box | 1 |
| 25 MM L5F Camera | 1 |
| L5F Camera Cable – 60ft | 1 – Ships With Each Camera |
| Single Camera Mounting Bracket | 1 |

Site 5 – Pacific Blvd. & Gage Ave., SB

Click [HERE](#) to view the online mapping tool for the layout of camera coverage for this project.



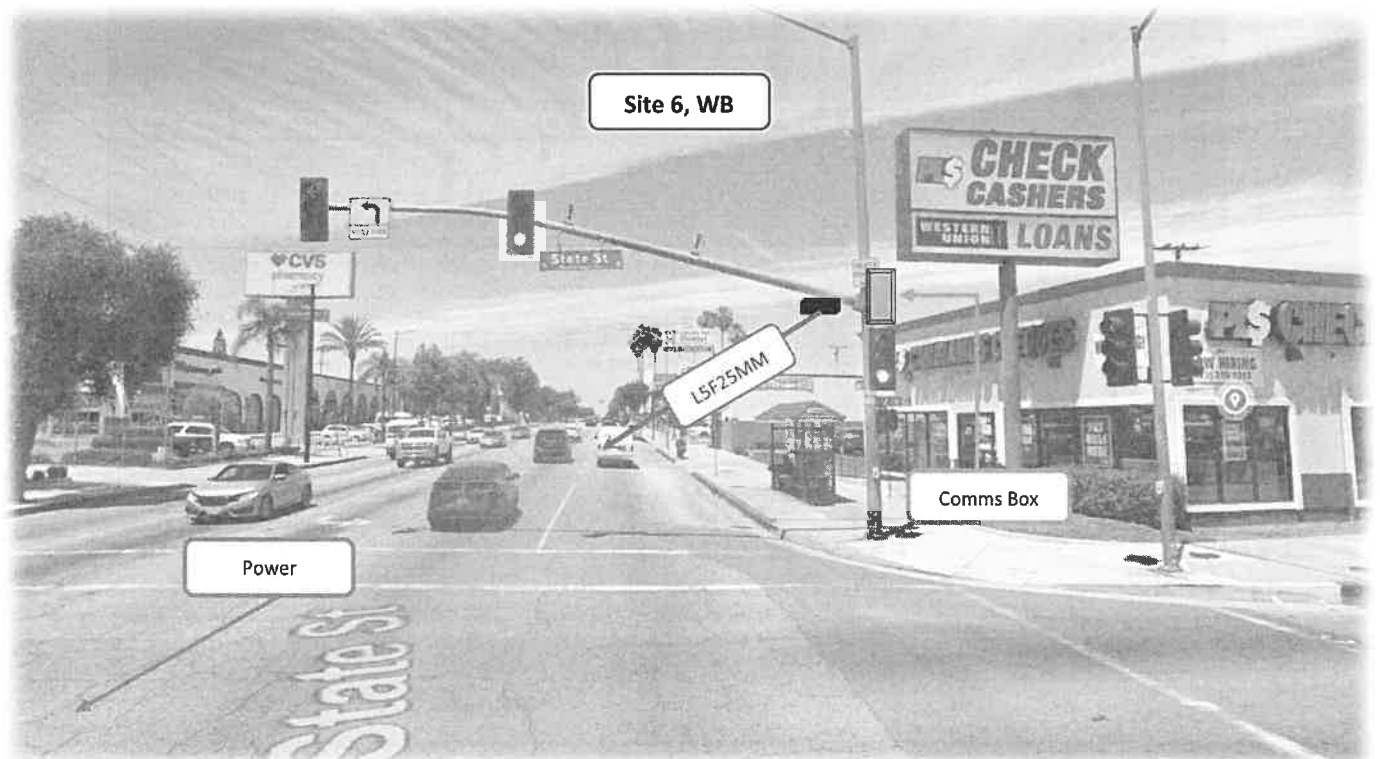
Site 5 - Continued:

- Proposed Power Source – 120v constant power to be sourced from Signal Cabinet on SW corner.
 - Use the same 120v source that was powering up the existing NEMA Box / Camera System.
- VLP Comms Boxes to be mounted on side of light poles as shown.
 - Requirements for VLP Comms Box mounting location will be as follows:
 - 120 Volt constant power source to supply power to VLP Comms Box.
 - Recommend VLP Comms Box circuit be protected with a 15/20amp circuit breaker. (installation electrician responsible for ensuring install meets state and local codes.)
 - Mount new VLP-Comms Box in same location as original equipment to ensure input power cable reaches new box.
- Note: One camera system will draw approximately 75 watts of power.
- Note: ALL new equipment is to be mounted using the new banding and installation hardware provided.
*ALL old / existing hardware is not to be reused!
- Note: When covering two lanes of traffic with a single camera, obstruction from larger vehicles may occur.
- Cameras to be mounted approximately where and as shown in this document.
 - Leave a drip loop in camera cables where they attach to cameras.
 - May need to trim / remove one or two palm fronds from palm tree if they're in the Field Of View.
- Connectivity to be provided by cellular SIM card, or existing LAN/Fiber network if available.
 - Customer is responsible for supplying a SIM card if cellular connectivity will be used. Modem requires size "2FF" SIM card.

| Site 5 BOM Sheet | |
|--------------------------------|----------------------------|
| Equipment Type | Quantity |
| VLP Communications Box | 1 |
| 25 MM L5F Camera | 1 |
| L5F Camera Cable – 60ft | 1 – Ships With Each Camera |
| Single Camera Mounting Bracket | 1 |

Site 6 – Florence Ave. & State St., WB

Click [HERE](#) to view the online mapping tool for the layout of camera coverage for this project.



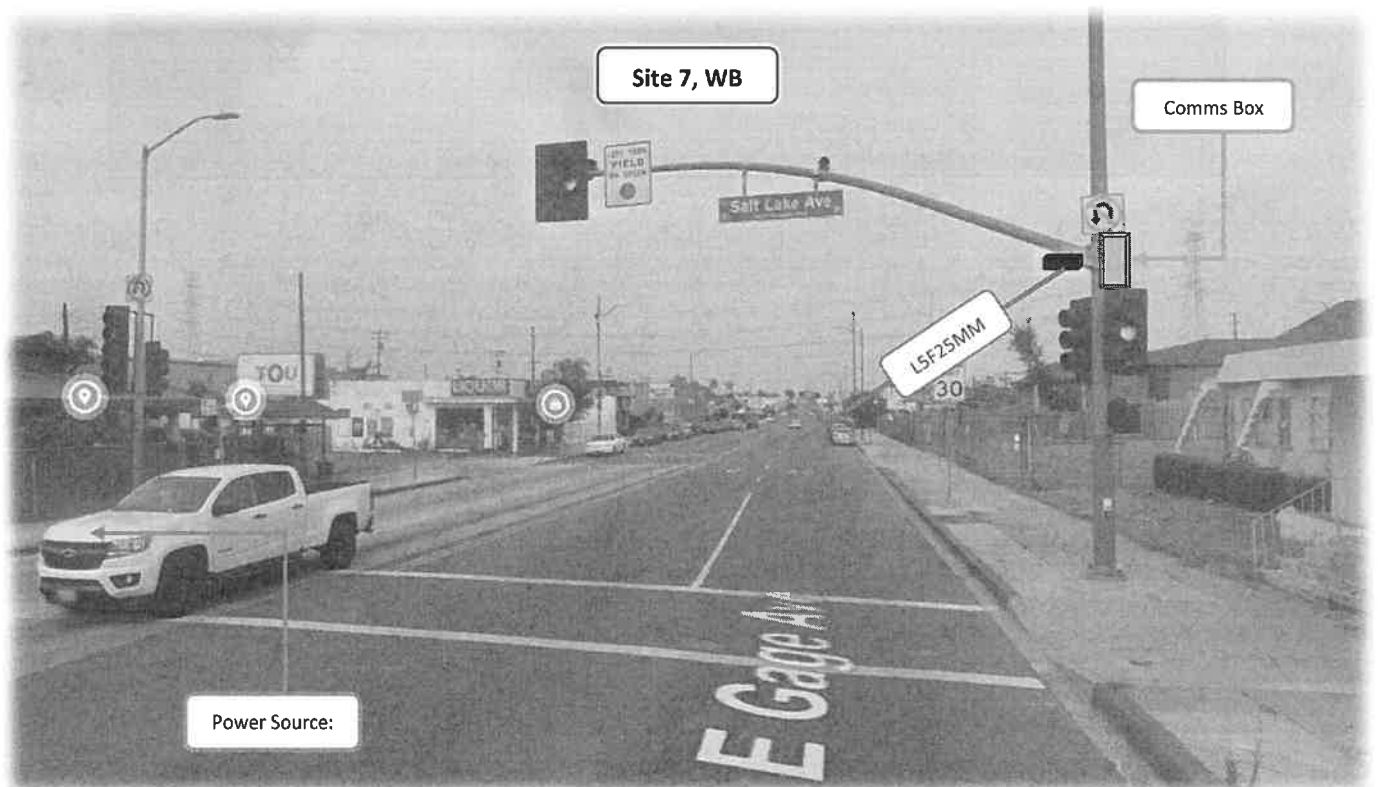
Site 6 - Continued:

- Proposed Power Source – 120v constant power to be sourced from Signal Cabinet on SE corner.
 - Use the same 120v source that was powering up the existing NEMA Box / Camera System.
- VLP Comms Boxes to be mounted on side of light poles as shown.
 - Requirements for VLP Comms Box mounting location will be as follows:
 - 120 Volt constant power source to supply power to VLP Comms Box.
 - Recommend VLP Comms Box circuit be protected with a 15/20amp circuit breaker. (installation electrician responsible for ensuring install meets state and local codes.)
 - Mount new VLP-Comms Box in same location as original equipment to ensure input power cable reaches new box.
- Note: One camera system will draw approximately 75 watts of power.
- Note: ALL new equipment is to be mounted using the new banding and installation hardware provided.
*ALL old / existing hardware is not to be reused!
- Note: When covering two lanes of traffic with a single camera, obstruction from larger vehicles may occur.
- Cameras to be mounted approximately where and as shown in this document.
 - Leave a drip loop in camera cables where they attach to cameras.
- Connectivity to be provided by cellular SIM card, or existing LAN/Fiber network if available.
 - Customer is responsible for supplying a SIM card if cellular connectivity will be used. Modem requires size "2FF" SIM card.

| Site 6 BOM Sheet | |
|--------------------------------|----------------------------|
| Equipment Type | Quantity |
| VLP Communications Box | 1 |
| 25 MM L5F Camera | 1 |
| L5F Camera Cable – 60ft | 1 – Ships With Each Camera |
| Single Camera Mounting Bracket | 1 |

Site 7 – Gage Ave. & Salt Lake Ave., WB

Click [HERE](#) to view the online mapping tool for the layout of camera coverage for this project.



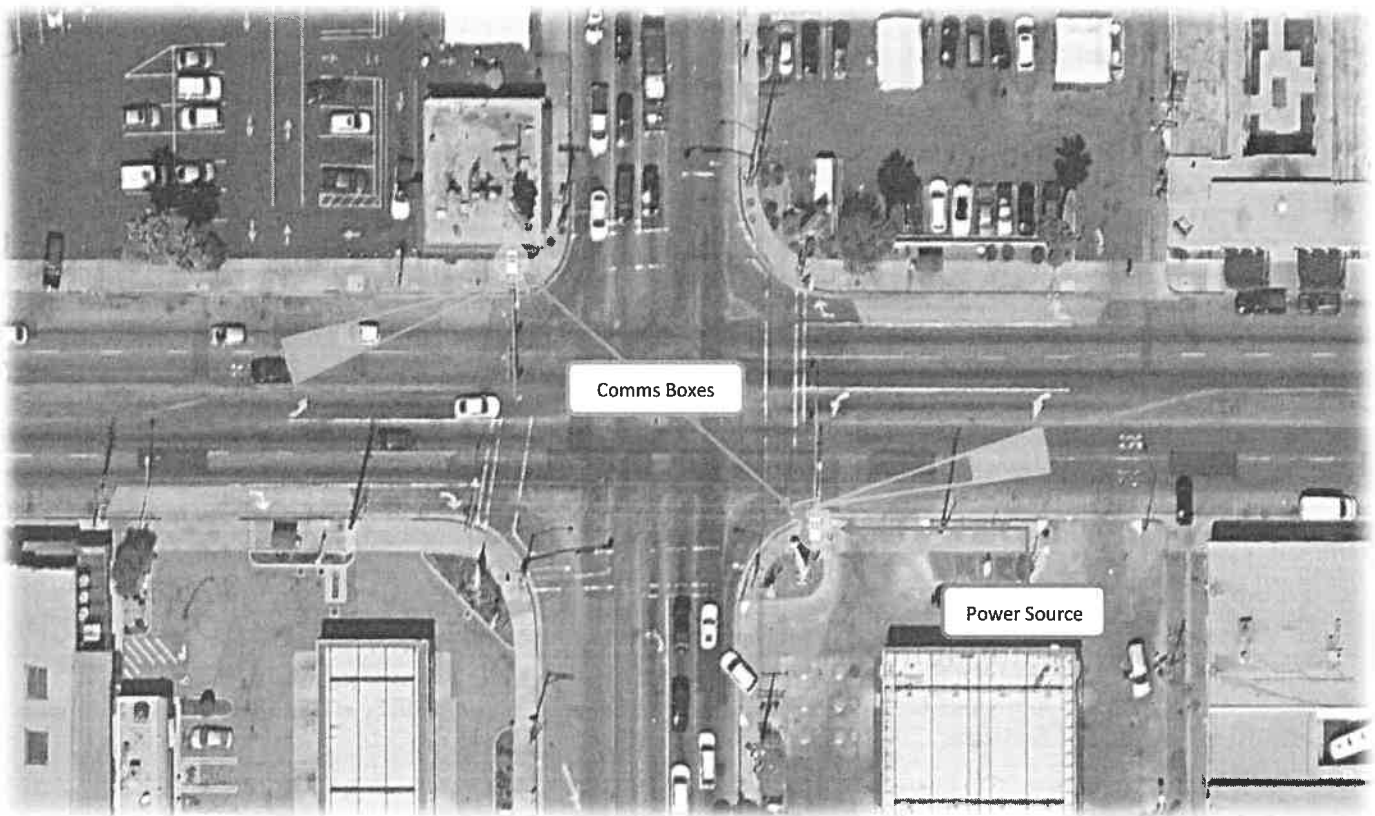
Site 7 - Continued:

- Proposed Power Source – 120v constant power to be sourced from Signal Cabinet on SW corner.
 - Use the same 120v source that was powering up the existing NEMA Box / Camera System.
- VLP Comms Boxes to be mounted on side of light poles as shown.
 - Requirements for VLP Comms Box mounting location will be as follows:
 - 120 Volt constant power source to supply power to VLP Comms Box.
 - Recommend VLP Comms Box circuit be protected with a 15/20amp circuit breaker. (installation electrician responsible for ensuring install meets state and local codes.)
 - Mount new VLP-Comms Box in same location as original equipment to ensure input power cable reaches new box.
- Note: One camera system will draw approximately 75 watts of power.
- Note: ALL new equipment is to be mounted using the new banding and installation hardware provided.
*ALL old / existing hardware is not to be reused!
- Note: When covering two lanes of traffic with a single camera, obstruction from larger vehicles may occur.
- Cameras to be mounted approximately where and as shown in this document.
 - Leave a drip loop in camera cables where they attach to cameras.
- Connectivity to be provided by cellular SIM card, or existing LAN/Fiber network if available.
 - Customer is responsible for supplying a SIM card if cellular connectivity will be used. Modem requires size "2FF" SIM card.

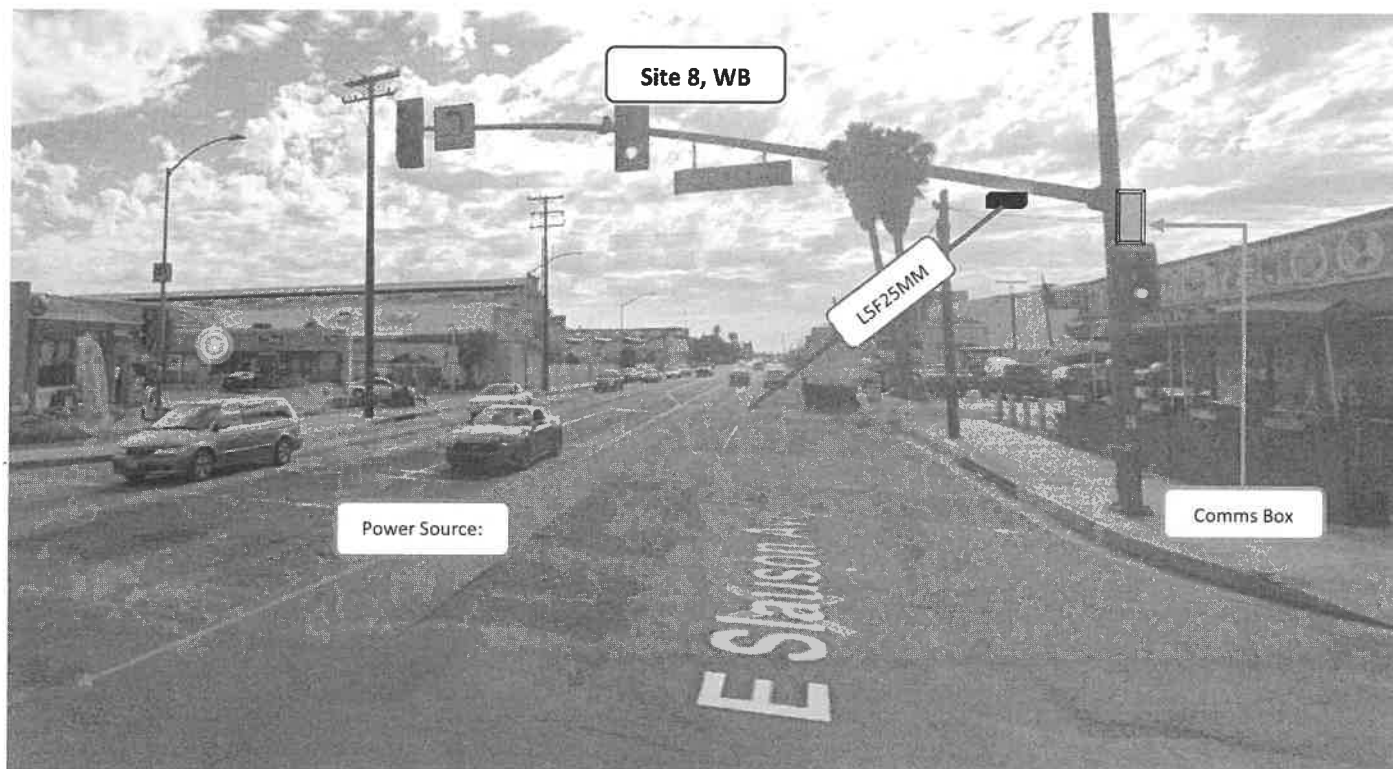
| Site 7 BOM Sheet | |
|--------------------------------|----------------------------|
| Equipment Type | Quantity |
| VLP Communications Box | 1 |
| 25 MM L5F Camera | 1 |
| L5F Camera Cable – 60ft | 1 – Ships With Each Camera |
| Single Camera Mounting Bracket | 1 |

Site 8 – Slauson Ave. & Santa Fe Ave., EB, WB

Click [HERE](#) to view the online mapping tool for the layout of camera coverage for this project.



Site 8 - Continued:

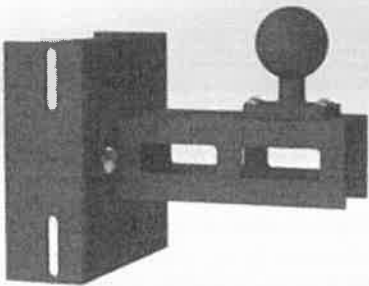


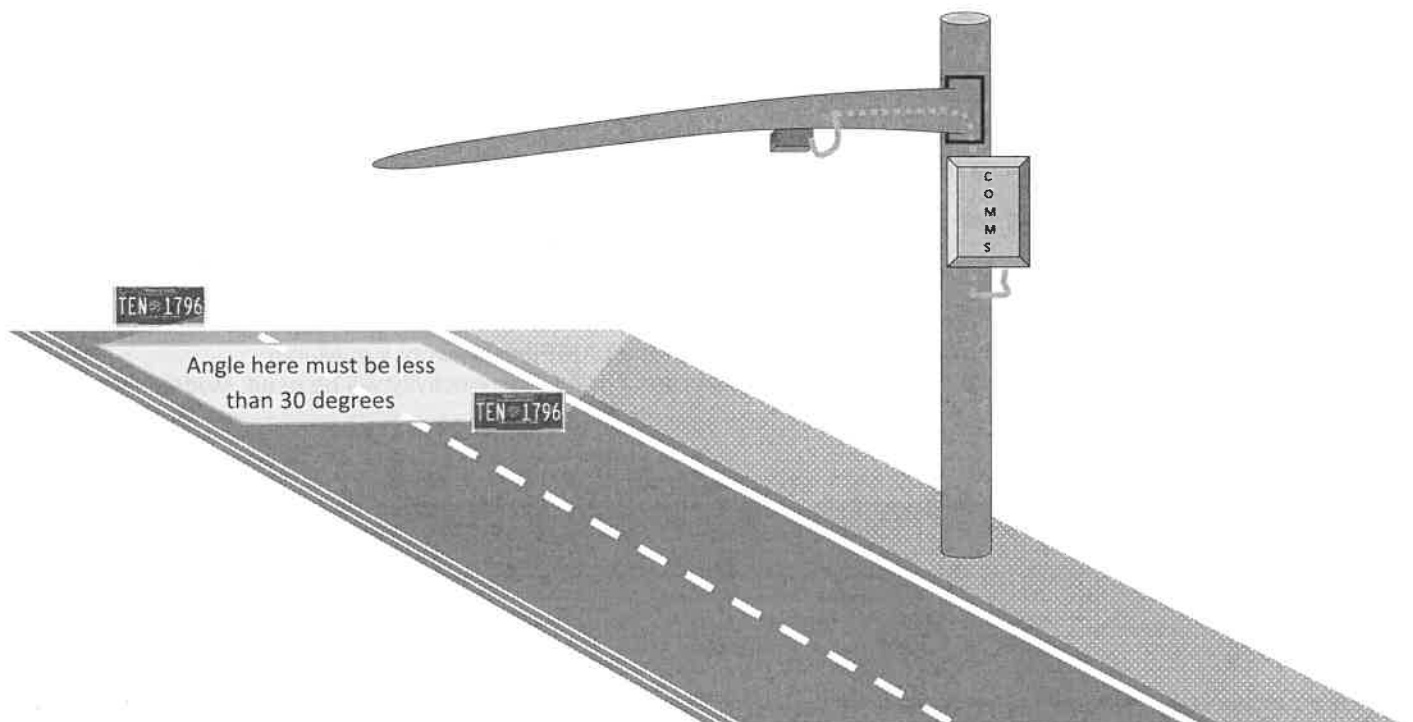
- Proposed Power Source – 120v constant power to be sourced from Signal Cabinet on SE corner.
 - Use the same 120v source that was powering up the existing NEMA Box / Camera System.
- VLP Comms Boxes to be mounted on side of light poles as shown.
 - Requirements for VLP Comms Box mounting location will be as follows:
 - 120 Volt constant power source to supply power to VLP Comms Box.
 - Recommend VLP Comms Box circuit be protected with a 15/20amp circuit breaker. (installation electrician responsible for ensuring install meets state and local codes.)
 - Mount new VLP-Comms Box in same location as original equipment to ensure input power cable reaches new box.
- Note: Each one camera system will draw approximately 75 watts of power.
- Note: ALL new equipment is to be mounted using the new banding and installation hardware provided.
 - *ALL old / existing hardware is not to be reused!
- Note: When covering two lanes of traffic with a single camera, obstruction from larger vehicles may occur.
- Cameras to be mounted approximately where and as shown in this document.
 - Leave a drip loop in camera cables where they attach to cameras.
- Connectivity to be provided by cellular SIM card, or existing LAN/Fiber network if available.
 - Customer is responsible for supplying a SIM card if cellular connectivity will be used. Modem requires size "2FF" SIM card.

| Site 8, EB/WB BOM Sheet | |
|--------------------------------|----------------------------|
| Equipment Type | Quantity |
| VLP Communications Box | 2 |
| 25 MM LSF Camera | 2 |
| LSF Camera Cable – 60ft | 2 – Ships With Each Camera |
| Single Camera Mounting Bracket | 2 |

L5F Fixed LPR Equipment Mounting

- Recommend installing VLP Comms Box on vertical poles using the included hardware
 - Suggest mounting high enough above ground to prevent easy access from ground level.
 - If additional hardware is required to meet state and local codes for installation, customer and/or installer will be responsible for providing those items.
- Recommend mounting cameras on mast arms as shown below. Any site specific mounting instructions are shown on the individual sites above.
 - If no mast arm exists, camera may also be mounted to upright pole and aimed from the side fire position.
 - If camera is aimed from side fire position, capture angle must not exceed 30 degrees from height angle or side angle.
 - If unable to mount cameras within the indicated range, please contact Motorola Sales Engineer to review other options for mounting heights and locations.
- Recommend running all camera cables inside code approved conduit when possible, or inside pole/mast arm structure.
 - When unable to route camera cables inside conduit or pole/mast arm structure, ensure cables are secured to pole with suitable cable ties or other code approved straps.
 - Must ensure the weight of the camera cable is not putting stress on the connectors on either end of the cable.
- Recommended to leave a drip loop on all cables.

| Camera Performance | | | L5F Mounting Bracket | |
|---|----------------------|----------------|---|---|
| Part Number | Optimum Focal Length | Capture Range* |  | <ul style="list-style-type: none">• Camera brackets to be mounted to vertical or horizontal structures using band clamps.• Camera attaches to ball mount using clamp hardware located on back of camera.• Rear mounting plate may be rotated to accommodate vertical or horizontal poles.• If mounting to a wall, or other flat surface, the back plate is not required. (Mount will screw directly to wall or other flat surface when using this option.) |
| VSR-5x-908 | 14 ft | 6-27 ft | | |
| VSR-5x-916 | 40 ft | 25-55 ft | | |
| VSR-5x-925 | 70 ft | 55-85 ft | | |
| VSR-5x-935 | 95 ft | 85-105 ft | | |
| VSR-5x-950 | 115 ft | 105-125 ft | | |
| *Up to 2 lanes of traffic coverage in most scenarios. | | | | |



Motorola Solutions Responsibilities

- Motorola Solutions/Motorola Solutions Inc. is responsible for the following items as it pertains to this project.
 - Supplying the Motorola Solutions L5F LPR cameras, camera cables, camera mounting hardware, VLP Communication Boxes.
 - Final start-up and final commissioning of the solution by a certified Field Technician (if purchased).
 - Testing and Training on all equipment, hardware, and software provided by a qualified Field Technician.

Customer and/or Installation Contractor Responsibilities

- Customer is responsible for the following items as it pertains to this project.
 - Supplying a proper power source to all Motorola Solutions provided equipment.
 - Providing ALL points of attachment for hardware that include L5F LPR Cameras and VLP Comms Boxes and ensuring all equipment is attached in accordance with local policies and codes.
 - Customer is responsible for all poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
 - Obtaining all permits required for installation.
 - All Utility locates needed for impacted areas.
 - Supplying any new infrastructure required to mount or attach the Motorola Solutions hardware to.
 - Providing the communications point of attachment for each site.
 - When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
 - Modem requires size "2FF" SIM card.

Questions

- For any questions related to the information contained within this statement of work, please contact Motorola Solutions Sales Engineer.
- Tad Aarant, Phone: (865) 804-0191, Email: tad.aarant@motorolasolutions.com

ATTACHMENT "C"



September 29, 2022

Re: Vigilant Sole Source Justification

City of Huntington Park Police Department
6542 Miles Ave
Huntington Park, CA 90255

To whom it may concern.

I am providing this letter as written confirmation of the ownership and market status of our license plate recognition (LPR) systems. Vigilant Solutions (*a wholly-owned subsidiary of Motorola Solutions, Inc.*) is the sole manufacturer of our LPR products; Vigilant Car-Detector Mobile, Car-Detector Fixed, L5F (fixed), L5M (mobile), Reaper HD (fixed and mobile), L5Q, and L6Q (quick deploy) camera systems. Additionally, it is the provider of Vigilant Commercial Data investigative platform, LEARN, LEARN Mobile, Mobile Companion (iOS and Android App), and the Target Alert Service (TAS).

We appreciate your consideration of expanding your relationship with and use of Vigilant as your LPR provider. We are pleased to present you with the following elements to support a sole source justification for Vigilant Solutions' LPR hardware and LEARN database.

- Vigilant developed, owns and maintains the world's single largest LPR data sharing initiative, known as LEARN. LEARN consists of over 36 billion plate scans and is growing exponentially. This data consists of commercially collected LPR data owned by Vigilant (Commercial Data), Private businesses, and HOAs (Enterprise Data) and detections from fellow law enforcement customers. This data is exclusively available for law enforcement customer investigations via LEARN.
- Vigilant Commercial Data is significant, with over 16+ billion detections. These detections are critical to law enforcement investigators and are only available through Vigilant.
- LEARN is the only LPR database hosted in an Azure.gov environment that is CJIS compliant. While license plate reader data inherently contains no personal information, it is linkable through other sources or free text data fields that may enable the end-user to input data that could be viewed as personally identifiable information (PII) or Criminal Justice Information (CJI). Of greater relevance, law enforcement hotlist information, such as NCIC data, is managed by Motorola law enforcement customers and may contain CJI as defined in 4.1 of the CJIS Security Policy. For these reasons, Motorola has voluntarily implemented CJIS security controls we believe are necessary to comply with the relevant sections.
- LEARN features full auditing and reporting of all user and agency manager transactions within the LEARN system. Only agencies with an Originating Agency Identifier (ORI) number can access LEARN law enforcement data.
- Agency collected data access and retention policies are managed by the customer. Unlimited LPR data storage is offered at no additional cost to Vigilant Public Safety customers, with no retention limits within the legal bounds of the respective state law.
- Vigilant offers full data-sharing ownership and control to the individual customer. Vigilant will not use law enforcement customer data for any purpose.
- Only Vigilant offers in-app alerts on Mobile Companion and Excessive Plate Alerting.

Motorola Solutions Inc.
500 W. Monroe St
Chicago IL 60661

www.motorolasolutions.com

- Vigilant's LPR hardware can only be accessed by utilizing the LEARN server. Third-party LPR vendors cannot ingest our detections directly from our cameras. Conversely, Vigilant can consume competitors' LPR data directly from their cameras or API.
- Vigilant is the sole LPR provider to offer all of these investigative analytic tools to assist in developing leads in a law enforcement investigation in one place;
 - **QuickSearch**- Full & Partial plate, Smart Wildcard, Vehicle Type, Body Class, Make, Model, Year, Color, Registration State, and VIN searching. Only Vigilant offers VIN searching.
 - **Stakeout**- Define locations on a map (up to 30) using geo-boundaries to create groupings of detections. The groupings can show site visits of individual LPR vehicles and their detections. Stakeout will show duplicated vehicles across multiple locations in a Common Plate Report. With a known target plate, associated vehicles can be identified.
 - **Locate Analysis**- Provides a full analytical workup of a vehicle based on location data. This analysis will provide location data and the most popular time the vehicle has been seen at the location.
 - **Location Vehicles**- Allows users to quickly view 50 vehicles that were scanned before and after this unique detection. The user can adjust the number of viewable vehicles to 250.
 - **Associated Vehicles**- Quickly identify vehicles scanned within 250 feet of the selected vehicle at three or more locations, where each of the locations was separated by more than a mile.
 - **Convoy Analysis**- Quickly identify vehicles that may be following the selected vehicle through three or more fixed LPR locations and proactively create an alert if requested. Only Vigilant offers automatic alerting.
- New detections can be cross-referenced against user-defined Federal (NCIC), State, and local hotlists, allowing users to receive near real-time alerts in and outside their jurisdiction. Vigilant is the only LPR provider whose hotlists are directly shareable by the customer and have customizable hotlist user alerts. With Vigilant, you can choose which users get what alerts.
- Vigilant is the sole LPR provider that utilizes the Vulcan AI Engine to determine Make, Model, Vehicle Type, and Color from new detections and analyze its existing database detections to create a Comprehensive Data Set of hundreds of millions unique plates.
- Vigilant is the sole LPR provider that offers free access to the Vigilant Solutions Law Enforcement Academy (VSLEA) for LPR training. This training is being provided via webinar, on-demand, or in-person. Vigilant is the only LPR provider that offers CA POST and IADLEST certified LPR training classes.
- Vigilant is the sole LPR provider to offer a complete end-to-end LPR solution. Multi-lens, multi-sensor cameras (Reaper HD, L5M, and L5F), single lens, single sensor, quick-deploy, solar cameras (L5Q and L6Q).



As of **September 29, 2022**, Vigilant Solutions ("Vigilant") is the sole source provider of Vigilant Solutions Investigative Data Platform (IDP) products and Vigilant Solutions hardware, software and technical services for the City of Huntington Park Police Department.

Best regards,

Louis Wershaw

Louis Wershaw

Regional Sales Manager – CA/NV/HI

Vigilant Solutions

louis.wershaw@motorolasolutions.com

Motorola Solutions Inc.
500 W. Monroe St
Chicago IL 60661

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ATTACHMENT "D"



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this _____ Day of _____, 2022 by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and Huntington Park Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 6542 Miles Ave, Huntington Park, CA 90255 ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or "Camera License Key" means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

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

"Criminal Justice Information Services Division" or "CJIS" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

"Effective Date" means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.



"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant's certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"LEA LPR Data" refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

"Service Fee" means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

"Service Package" means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

"Service Period" has the meaning set forth in Section III (A) of this Agreement.

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

"Technical Support Agents" means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

"User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

"Users" refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer.



Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The



foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.



A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Vigilant retains all title and rights to Commercial LPR Data. Users shall not utilize Commercial LPR Data on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, LEA LPR Data should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.



A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of “Users” to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate’s Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☒ Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

☐ Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

☐ Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.



B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

| Annual Service Fee Schedule (multiplied by number of CLK's Issued) | | | | | |
|--|------------|-------------|-------------|----------|--|
| Total # of CLK's under this ESA | 0-14 CLK's | 15-30 CLK's | 31-60 CLK's | Over 60 | |
| Basic Service | \$525.00 | \$525.00 | \$400.00 | \$275.00 | |
| Standard (Option # 1) | \$750.00 | \$615.00 | \$565.00 | \$390.00 | |
| ILP Subscriber CLK Renewal Fees | \$525.00 | \$450.00 | \$400.00 | \$275.00 | |

| Intelligence-Led Policing Service Package Annual Fee Schedule | | | |
|---|--------------|--------------|--|
| Tier | Mobile | Fixed | |
| ILP Tier 1B (Option #2) | \$ 11,750.00 | \$ 22,250.00 | |
| ILP Tier 1A (Option #2) | \$ 15,250.00 | \$ 25,750.00 | |
| ILP Tier 1 (Option #2) | \$ 18,750.00 | \$ 29,250.00 | |
| ILP Tier 2 (Option #2) | \$ 34,250.00 | \$ 55,250.00 | |
| ILP Tier 3 (Option #2) | \$ 55,250.00 | \$ 86,750.00 | |
| ILP Tier 4 (Option #2) | \$ 84,750.00 | \$126,750.00 | |
| ILP Tier 5 (Options #2) | \$117,495.00 | \$169,995.00 | |
| ILP Tier 6 (Option #2) | \$144,995.00 | \$207,995.00 | |
| ILP Tier 7 (Option #2) | \$185,000.00 | \$251,000.00 | |
| ILP Tier 8 (Option #2) | \$292,500.00 | \$369,000.00 | |

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is **Eleven** [11]. All future additions of CLKs shall only be those as provided for in the definitions provided above.



C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose



whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.



| | |
|--|--|
| Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551 | Affiliate: Huntington Park Police Department Attn: _____ Address: 6542 Miles Ave Huntington Park, CA 90255 |
|--|--|

M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Sean Heieck

Title: Area Sales Manager

Date: _____

Signature: _____

Affiliate Organization: Huntington Park Police Department_

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

| Enterprise License Agreement Holder | | | |
|--------------------------------------|---|-----------------------------------|--|
| Company / Agency Name: | | Huntington Park Police Department | |
| Company / Agency Type: | | Law Enforcement | |
| Address: | 6542 Miles Ave, Huntington Park, CA 90255 | | |
| | | | |
| | | | |
| Primary Contact | | | |
| Name: | | | |
| Title: | | Phone: | |
| Email: | | | |
| Supervisor Information | | | |
| Name: | | | |
| Title: | | Phone: | |
| Email: | | | |
| Financial Contact (Accounts Payable) | | | |
| Name: | | | |
| Title: | | Phone: | |
| Email: | | | |
| Technical Support Contact # 1 | | | |
| Name: | | | |
| Title: | | Phone: | |
| Email: | | | |
| Technical Support Contact # 2 | | | |
| Name: | | | |
| Title: | | Phone: | |
| Email: | | | |

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

| | |
|--|--|
| ILP Bundle for Agencies of Up to 25 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter | ILP Bundle for Agencies of Up to 50 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter |
| ILP Bundle for Agencies of 51 to 100 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter | ILP Bundle for Agencies of 101 to 200 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Two (2) 3-Camera Mobile LPR System or Six (6) Fixed Camera Systems- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter |
| ILP Bundle for Agencies of 201 to 500 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Three (3) 3-Camera Mobile LPR System or Nine (9) Fixed Camera Systems- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter | ILP Bundle for Agencies of 501 to 1,000 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Four (4) 3-Camera Mobile LPR Systems or Twelve (12) Fixed Camera Systems- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter |
| ILP Bundle for Agencies of 1,000 to 1,500 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Five (5) 3-Camera Mobile LPR Systems or Fifteen (15) Fixed Camera Systems- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter | ILP Bundle for Agencies of 1,501 to 2,000 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Six (6) 3-Camera Mobile LPR Systems or Eighteen (18) Fixed Camera Systems- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter |



| | |
|--|---|
| ILP Bundle for Agencies up to 2,500 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Seven (7) 3-Camera Mobile LPR Systems or Twenty one (24) Fixed Camera Systems- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter | ILP Bundle for Agencies up to 5,000 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Eight (8) 3-Camera Mobile LPR Systems or Twenty four (24) Fixed Camera Systems- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter |
|--|---|



Exhibit B: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.



7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.



Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

ATTACHMENT "E"

flock safety

Created Date: 11/15/2022

Expiration Date: 12/14/2022

Quote Number: Q-08565

Prepared By: Antouan Benbalit

Phone: 2064321524

Email: anton.benbalit@flocksafety.com

Address Information

Bill To:

6542 Miles Ave
Huntington Park, California 90255

Ship To:

6542 Miles Ave
Huntington Park, California 90255

Billing Company Name: CA - Huntington Park PD

Billing Contact Name:

Billing Email Address:

Billing Phone:

Billing Fax:

Terms and Conditions

Contract Start Date: 03/01/2023

Subscription Term: 60 Months

Billing Frequency: 100%

flock safety

Professional Services and One-Time Purchases

| Services and One Time Fees | Service Description | Sales Price | Quantity | Total Price |
|---|--|-------------|----------|-------------|
| Extended data retention (Up to 1 Year) | Extended data retention for up to 1 year for 1 Law Enforcement grade Falcon camera. | \$300.00 | 11.00 | \$16,500.00 |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. | \$350.00 | 11.00 | \$3,850.00 |

Hardware and Software Products

Annual recurring amounts over subscription term

| Products | Product Description | Product Sales Price | Product Quantity | Annual Product Price |
|----------|---|---------------------|------------------|----------------------|
| Falcon | Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. | \$2,500.00 | 11 | \$27,500.00 |

Subtotal Year 1: \$34,650.00

Annual Recurring Subtotal: \$30,800.00

Subscription Term: 60 Months

Estimated Tax: \$0.00

Contract Total: \$157,850.00

flock safety

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice – this document is a non-binding proposal for providing informational purposes only. Pricing is subject to change. This proposal shall be valid until the documented expiration date.

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

| | |
|--|---|
| Agency: CA - Huntington Park PD Legal Entity Name: | Contact Name: Alfred Martinez |
| Address: 6542 Miles Ave Huntington Park, California 90255 | Phone: (323) 584-6254 E-Mail: amartinez@hppolice.org |
| Expected Payment Method: | Billing Contact: (if different than above) |

| | |
|--|---|
| Initial Term: 60 months Renewal Term: 60 months | Billing Term: Annual payment due Net 30 per terms and conditions |
|--|---|

Professional Services and One-Time Purchases

| Name | Price/Usage Fee | QTY | Subtotal |
|---|-----------------|-------|-------------|
| Professional Services - Standard Implementation Fee | \$350.00 | 11.00 | \$3,850.00 |
| Extended data retention (Up to 1 Year) | \$500.00 | 11.00 | \$16,500.00 |

Hardware and Software Products

Annual recurring amounts over subscription term

| Name | Price/Usage Fee | QTY | Subtotal |
|--------|-----------------|-------|-------------|
| Falcon | \$2,500.00 | 11.00 | \$27,500.00 |

| | |
|--------------------------------|--------------|
| Subtotal Year 1: | \$34,650.00 |
| Subscription Term: | 60 Months |
| Annual Recurring Total: | \$30,800.00 |
| Estimated Sales Tax: | \$0.00 |
| Total Contract Amount: | \$157,850.00 |

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: CA - Huntington Park PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 **"Footage"** means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 **"Hotlist(s)"** means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 **"Implementation Fee(s)"** means the monetary fees associated with the Installation Services, as defined below.

1.20 **"Installation Services"** means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 **"Non-Agency End User(s)"** means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 **"Services"** or **"Flock Services"** means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 **"Support Services"** means Monitoring Services, as defined in Section 2.10 below.

1.24 **"Usage Fee"** means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 **"Web Interface"** means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 **"Wing Suite"** means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 **"Wing Livestream"** means real-time video integration with third-party cameras via the Flock interface.

1.28 **"Wing LPR"** means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.

1.29 **"Wing Replay"** means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 **"Vehicle Fingerprint™"** means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of

any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or

emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“**Designated Location**”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or

hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or

the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency’s prior written consent (“**Special Terms**”). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock’s products or services to its agencies, (b) the competitive strength of, or market for, Flock’s products or services, (c) such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation

to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well

as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or

before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection

and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1. Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3. Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4. Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6. Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is

located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7.Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8.Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9.Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10.Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:

flock safety

Let's defeat crime together

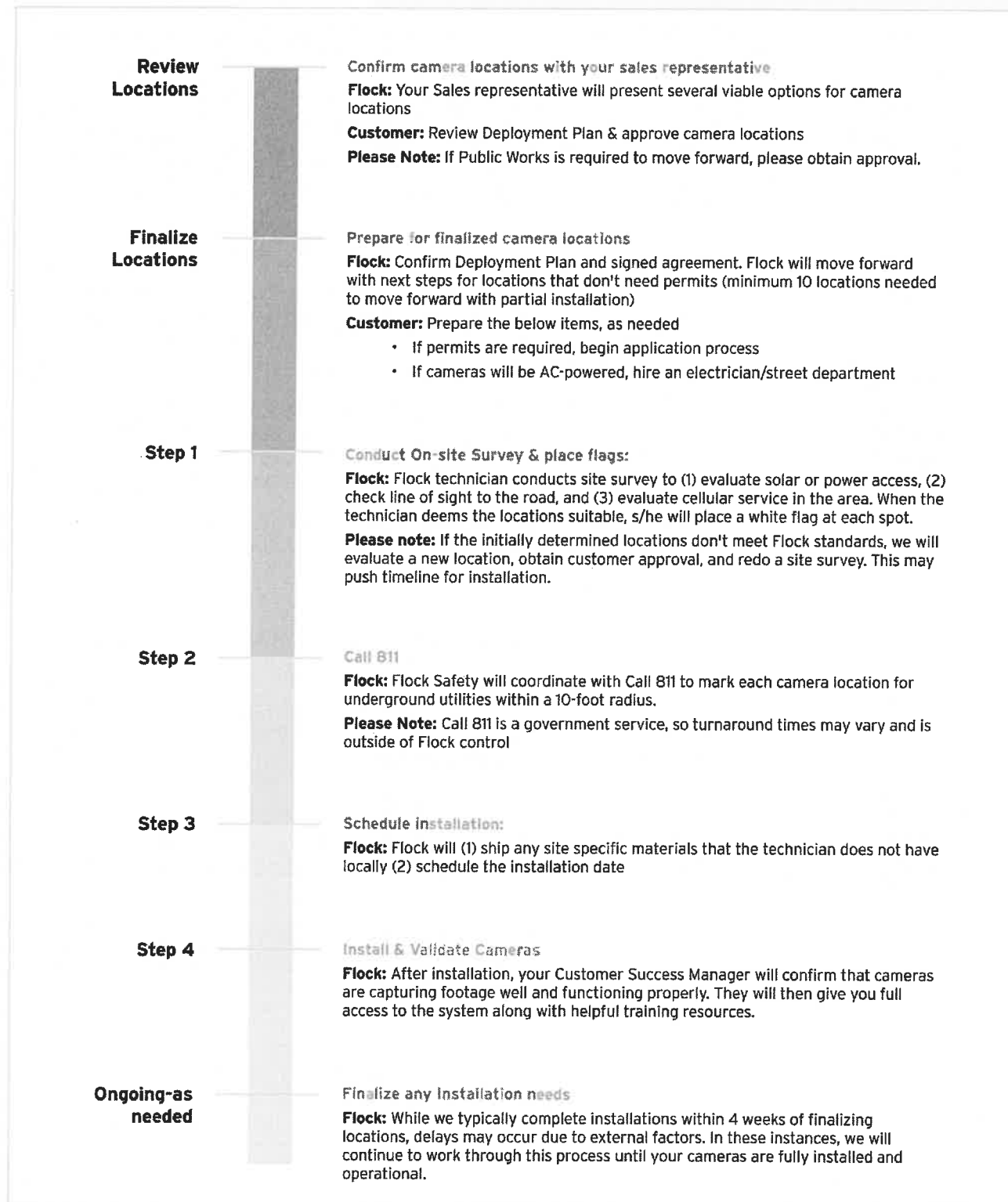
Customer Implementation Guide: Law Enforcement

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Implementation Timeline



This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Implementation Team

| Implementation Team | How they will support you |
|---|---|
| Project Manager  | <p>Your Project Manager is your primary contact during camera installation.</p> <ul style="list-style-type: none">• Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager. |
| Field Operations Team  | <ul style="list-style-type: none">• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location. <p>• *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not the technician.</p> |
| Product Implementation Specialist  | <p>Your Product Implementation Specialist is your technical product expert.</p> <p>They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. Your specialist will work your Sales Rep to:</p> <ul style="list-style-type: none">• Review the cameras in your deployment• Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product• If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s). |



| Relationship Team | How they will support you |
|--|---|
| Customer Success Manager  | <p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none"> • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock |
| Flock Safety Support  | <p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com. Support can help you:</p> <ul style="list-style-type: none"> • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick "How to" questions in your Flock Account |

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

| Outside Party | When they may be involved |
|---|--|
| Electrician/ Street Department | If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity |
| Public Works (LE) | To weigh in on the use of public Rights of Way or property |
| Department of Transportation (DOT), City, or County agencies | If installation in your area requires permitting |

Implementation Service brief: Standard VS Advanced

Standard Implementation

Cost = \$350 / camera (one time cost)

Included in scope:

Once Designated Locations are confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
 - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - *Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.*
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Not included in scope:

Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Cannot NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits

Advanced Implementation

Cost = \$750 / camera (one time cost)

Included in scope: Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

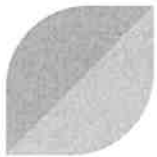
- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
 - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary.
 - **Pole Options - Northern and Coastal**
 - **Pole Options - Non-Winterized, Non-Coastal**
 - **Pole Options - Georgia**
 - **Pole Options - Texas**
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Not included in scope:

By default, Flock does **not** include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)

Any fees or costs associated with filing for required City, County, or State permits



Things to Consider when Picking Locations

Falcon Cameras

- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or "stop and go" traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles. ****NOTE**** *Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.*
 - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
 - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
 - They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.
 - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

Solar Panels

- Solar panels need unobstructed southern-facing views.

Pole

- If a location requires a "DOT Pole" (i.e., not Flock standard pole), the implementation cost will be \$750/camera.

Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

flock safety

Let's defeat crime together

Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install
Power Kit

Work with Local
Electricians

Efficient Quote &
Installation Process



How to Get Started with a Powered Install

1. Create a Deployment Plan

Work with Flock to select the best location(s) for your cameras and power sources.

2. Acquire an Electrical Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera.

3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of the cameras.

4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present.

5. Install Camera

Flock will install the camera and AC power kit at the specified camera location.

6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation.

www.flocksafety.com | 866-901-1781

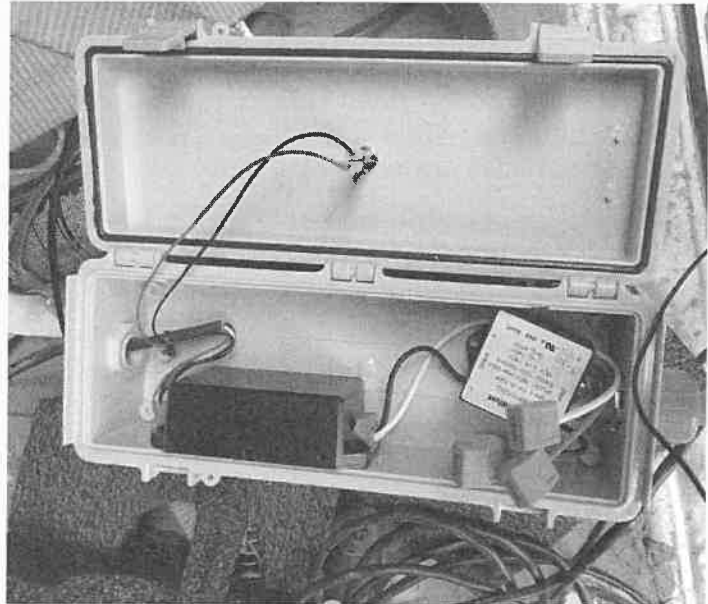
flock safety

Visit flocksafety.com/power-install for the complete plan, FAQs & to get started!

Electrician Handout

Electrician Installation Steps

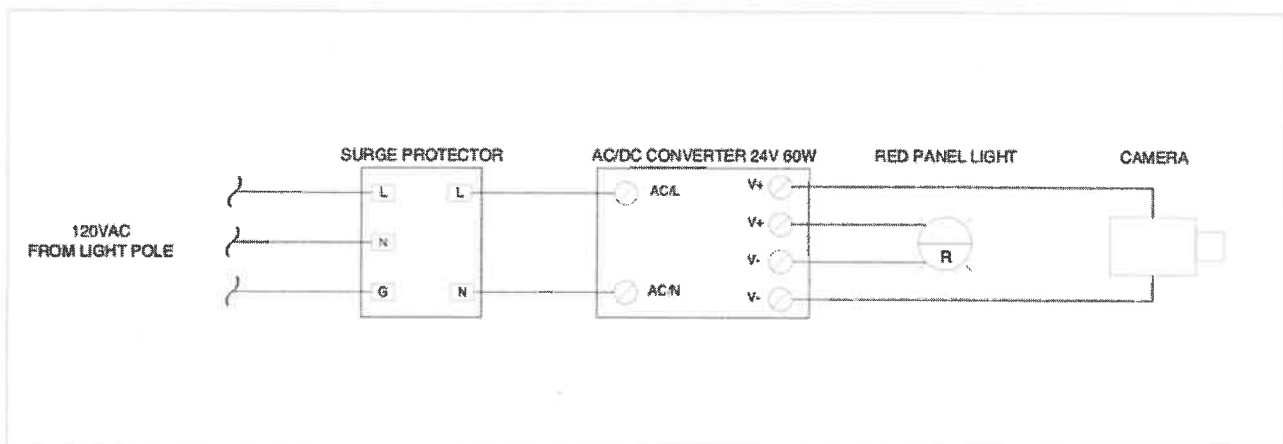
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

- **What voltage is supported?** The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.
- **How much power does this consume?** Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- **Who is responsible for contracting the electrician?** The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.
- **Who is responsible for maintenance?** Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.
 - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- **How much does it cost?** Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.
- **What information do I need to provide my electrician?** The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.
- **Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- **How long does this process typically take?** The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- **What kind of electrician should I look for?** Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.
- **What happens if the electrician damages the equipment?** The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

- **When should the electrician perform his work?** Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.
- **What if my electrician has questions about Flock's AC Kit?** You should share the **AC-Power Kit Details** packet with the electrician if they have questions.
- **What if the AC power is on a timer?** Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.



Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

| What is covered by Flock | What is NOT covered by Flock | Special note |
|--|---|--|
| Flock Cameras & Online Platform | Traffic Control and any associated costs | |
| Mounting Poles | *DOT Approved Pole cost Electrician & ongoing electrical costs | |
| AC Power Kit (as needed) | Engineering Drawings | |
| Solar Panels (as needed) | Relocation Fees | <i>Excluding changes during initial installation</i> |
| Site Surveys and Call 811 Scheduling | Contractor licensing fees | |
| Installation Labor Costs | Permit application processing fees | |
| Customer Support / Training | Specialist mounting equipment | <i>Including, but not limited to, **MASH poles or adapters</i> |
| Cellular Data Coverage | Bucket trucks | |
| Maintenance Fees (review Fees Sheet for more details) | Loss, theft, damage to Flock equipment | |
| Data storage for 30 days | Camera downtime due to power outage | <i>Only applicable for AC-powered cameras</i> |

*If a location requires a “DOT pole” (i.e., not our standard), the implementation cost will be \$750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Can your agency own the permitting process with Flock Safety's assistance?

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit? (**Link**)
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?

- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

Professional Services Fee Schedule

- Camera relocation, existing pole non-AC powered = \$350
- Camera relocation, Flock pole and/or AC powered = \$750
- Camera replacement as a result of vandalism, theft, or damage = \$500
- Pole replacement as a result of vandalism, theft, or damage = \$500
- Trip charge = \$350
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

Billing

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal Term**," and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.



Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate? *(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

How do I reset my / another user's password?

Customer Support

You can reach our customer support team anytime by emailing **support@flocksafety.com**. They can help answer any "How-To" questions you may have.



ITEM NO. 6



CITY OF HUNTINGTON PARK

Parks and Recreation
City Council Agenda Report

December 6, 2022

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 BUDGET APPROPRIATION AND EXPENDITURES IN 2022-2023 FISCAL YEAR BUDGET FOR THE CITY OF HUNTINGTON PARK'S COMMUNITY TOY DISTRIBUTION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve a budget appropriation to provide community toys & services for the City of Huntington Park's Toy Distribution in 2022-2023 Fiscal Year Budget; and
2. Authorize the City Manager to budget \$25,000 in the 2022-2023 Fiscal Year budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

During the holidays & winter season, the City has historically given resources and toys to the community, mainly focusing on families. The State of California (CalEPA), under SB535, continues to classify the City as severely disadvantaged, only exacerbated during the holidays. Additionally, it has been well-documented that mental health concerns and the effects of depression peak during the holiday season. Many children would also be affected and suffer further were it not for the activities provided to the community. Per the 2020 census, 21.6% of the residents live in poverty, and children compose 27.2% of the population in the City of Huntington Park; this event aids in ensuring that these children are not further marginalized by not receiving any toys this season. The City aims to ameliorate and provide this benefit and resources to the community. This public event will occur on Saturday, December 17th, 2022, at Salt Lake Park.

FISCAL IMPACT/FINANCING

Funding for the community Toy Distribution event will be paid for with a budget appropriation from General Funds in a not-to-exceed amount of \$25,000.

**CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATION AND
EXPENDITURES IN 2022-2023 FISCAL YEAR BUDGET FOR THE CITY OF
HUNTINGTON PARK'S COMMUNITY TOY DISTRIBUTION**

December 6, 2022

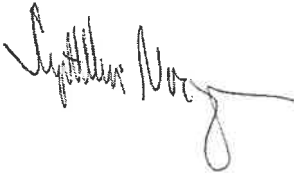
Page 2 of 2

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

RICARDO REYES
City Manager

A handwritten signature in black ink, appearing to read 'Cynthia Norzagaray', with a long horizontal stroke extending to the right.

CYNTHIA NORZAGARAY
Director of Parks and Recreation

ITEM NO. 7



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 6, 2022

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 TO ADVERTISE AND SOLICIT BIDS FOR CIP 2022-01 SB1 SLURRY SEAL PROJECT FY 2022-23

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2022-01 SB1 Slurry Seal Project FY 2022-23 contract specifications for bidding purposes; and
3. Authorize staff to proceed with bid advertisement for construction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the May 31, 2022 City Council meeting, a list of streets eligible for resurfacing under Senate Bill 1, the Road Repair and Accountability Act of 2017, were presented to the City Council for approval.

The City uses pavement management system software to identify streets that are rated based on general roadway parameter conditions. City will commence to rely on an annual slurry seal program that helps protect some of the streets that may be in relatively decent shape. Slurry seal provides an upgrade to routine maintenance of City streets. A slurry seal, which is a mixture of sand and emulsified asphalt (oil) and spread over the top of existing asphalt concrete, is the best way to maintain paved streets because the slurry

CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP 2022-01 SB1 SLURRY SEAL PROJECT FY 2022-23

December 6, 2022

Page 2 of 4

seal rejuvenates the existing asphalt in the pavement and prevents further deterioration and aging. If applied every 5 to 7 years, the condition of the pavement is maintained. The project will consist of a Type II slurry for the following roadway segments:

| Street Names | Beginning Location | End Location |
|----------------------|--------------------|---------------|
| Mountain View Avenue | Florence Avenue | Saturn Avenue |
| Passaic Street | Florence Avenue | Zoe Avenue |
| Marconi Street | Saturn Avenue | Zoe Avenue |
| Arbutus Avenue | Florence Avenue | Gage Avenue |
| Cedar Street | Saturn Avenue | Gage Avenue |
| Mission Place | Florence Avenue | State Street |
| Benson Street | Florence Avenue | State Street |
| Plaska Avenue | Florence Avenue | State Street |
| Zoe Avenue | Ford Lane | State Street |

Contract specifications are completed in accordance with Greenbook standard specifications and Caltrans design manual and is consistent with the City's procurement and purchasing manual. With City Council's approval, staff will advertise the project for bids in a local newspaper of general circulation, submit the Notice Inviting Bid (NIB) to plan rooms, and upload the contract specifications on the City's website, available free of charge to prospective bidders.

The following tentative schedule has been identified for the bid process:

| | |
|------------------------------------|-----------------------------|
| NIB issued and posted: | December 9, 2022 |
| Request for Information Deadline: | January 5, 2023 by 5:00 PM |
| Release of Information Requested: | January 12, 2023 by 5:00 PM |
| Bid submittal due date: | January 18, 2023 at 2:00 PM |
| Tentative City Council Award date: | February 7, 2023 |

LEGAL REQUIREMENT

The City Council is required to approve and adopt plans, specifications and working details, and authorize the bid request for all public projects. The bid advertisement is consistent with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid and the City's Municipal Code Title 2 Administration, Chapter 5 Purchasing System, Section 2-5.12 Formal bid procedures.

Once the City Council approves the publishing of the NIB, the City Clerk will publish the NIB in a local newspaper of general circulation and staff will post the contract specifications on the City's website.

**CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP
2022-01 SB1 SLURRY SEAL PROJECT FY 2022-23**

December 6, 2022

Page 3 of 4

ENVIRONMENTAL IMPACT

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment, and are declared to be categorically exempt from the requirement for the preparation of environmental documents.

In accordance with Section 15301 "Existing Facilities," Class 1 projects consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Therefore, in accordance with Section 15301 (c), staff has determined that CIP 2022-01 SB1 Street Enhancement Project FY 2022-23 is considered categorically exempt from CEQA. A Notice of Exemption has been prepared and will be filed with the Los Angeles County Clerk; a copy is included as Attachment 2.

FISCAL IMPACT/FINANCING

Approval of this action will allow staff to proceed with bidding of this capital project, with an estimated construction cost of \$1,610,856 which includes a 10% construction contingency. The Road Repair and Accountability Act of 2017 (SB1 Beall) provides for allocations of various funds to state and local agencies for transportation purposes. Among those funds are formula-based allocations from the Road Maintenance and Rehabilitation Account (RMRA). In order to receive RMRA funds, cities and counties must meet a "maintenance of effort" (MOE) requirement to ensure that these new roads funds do not supplant existing levels of general revenue spending on streets and roads. The MOE requirement is for a minimum amount of spending of discretionary revenues on streets and roads. CIP, maintenance and operation expenditures if for streets and roads all qualify if funding is from discretionary general fund. The City's required local MOE amount is \$1,137,529.

Actual construction costs are not known until bids are received. The exact amounts will be provided at a future council meeting once construction bids are received and thoroughly vetted.

CONCLUSION

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP
2022-01 SB1 SLURRY SEAL PROJECT FY 2022-23**

December 6, 2022

Page 4 of 4



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. CIP 2022-01 SB1 Slurry Seal Project – Contract Specifications
2. CIP 2022-01 SB1 Slurry Seal Project - CEQA Determination

Attachment A

CIP 2022-01 SB1 Slurry Seal Project – Contract Specifications

Contract specifications for this project are available at the City Clerk's Office

ATTACHMENT "B"



NOTICE OF EXEMPTION

To: ☒ County Clerk, County of Los Angeles
12400 East Imperial Highway, Room 2001
Norwalk, CA 90650

☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

From: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Project Title/File No.: CIP 2022-01 SB1 Slurry Seal Project

Project Applicant: City of Huntington Park

Project Location: Project is located in the public right of way and involves the following streets:

| Street Names | Beginning Location | End Location |
|----------------------|--------------------|---------------|
| Mountain View Avenue | Florence Avenue | Saturn Avenue |
| Passaic Street | Florence Avenue | Zoe Avenue |
| Marconi Street | Saturn Avenue | Zoe Avenue |
| Arbutus Avenue | Florence Avenue | Gage Avenue |
| Cedar Street | Saturn Avenue | Gage Avenue |
| Mission Place | Florence Avenue | State Street |
| Benson Street | Florence Avenue | State Street |
| Plaska Avenue | Florence Avenue | State Street |
| Zoe Avenue | Ford Lane | State Street |

Project Description: Project consists of the application of a Type II slurry for roadway pavement preservation.

Name of approving public agency: City of Huntington Park

Project Sponsor: City of Huntington Park Public Works Department

Exempt Status:

- ☐ Ministerial (Sec. 21080 (b)(1); 15268);
☐ Declared Emergency (Sec. 21080 (b)(3); 15269(a));
☐ Emergency Project (Sec 21080 (b)(4); 15263 (b)(c));
☒ Categorical Exemption. State type and section number: 15301 Class 1, Existing Facilities
☐ Statutory Exemptions. State code number: _____
☐ other: _____

Reason(s) why Project is exempt: The project is categorically exempt under Class 1 Existing Facilities Section 15301 of the California Environmental Quality Act due to the fact that the proposed improvements will be performed on existing City streets. Project will not pose any negative impacts to the surrounding area or the environment.

Lead Agency/Contact Person: Steve Forster **Telephone Number:** (323) 584-6392

Signature: _____ **Date:** 12/6/2022 **Title:** Community Development Director

Date received for filing and posting: _____

ITEM NO. 8



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 6, 2022

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

Dear Mayor and Members of the City Council:

RESOLUTION AUTHORIZING THE CITY MANAGER AS THE CITY'S DESIGNEE TO EXECUTE THE SAFE CLEAN WATER PROGRAM FUNDING TRANSFER AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution (Attachment A) designating the City Manager as the designee to sign and execute the Safe Clean Water Program Funding Transfer Agreement (Attachment B).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The California Regional Water Quality Control Board, Los Angeles Region, has issued a Municipal Separate Storm Sewer System (MS4) Permit to the City of Huntington Park. This MS4 Permit requires the City to reduce the level of pollutants entering the Los Angeles River. The City, along with its partners in the Los Angeles River Upper Reach 2 (LAUR2) Watershed Management Group (WMG), developed a Watershed Management Program/Plan (WMP) identifying potential locations for regional facilities to capture, treat, and reuse stormwater runoff. These stormwater capture projects typically involve underground infiltration cisterns (vaults) which can hold stormwater and disperse it through percolation into the underlying groundwater aquifers.

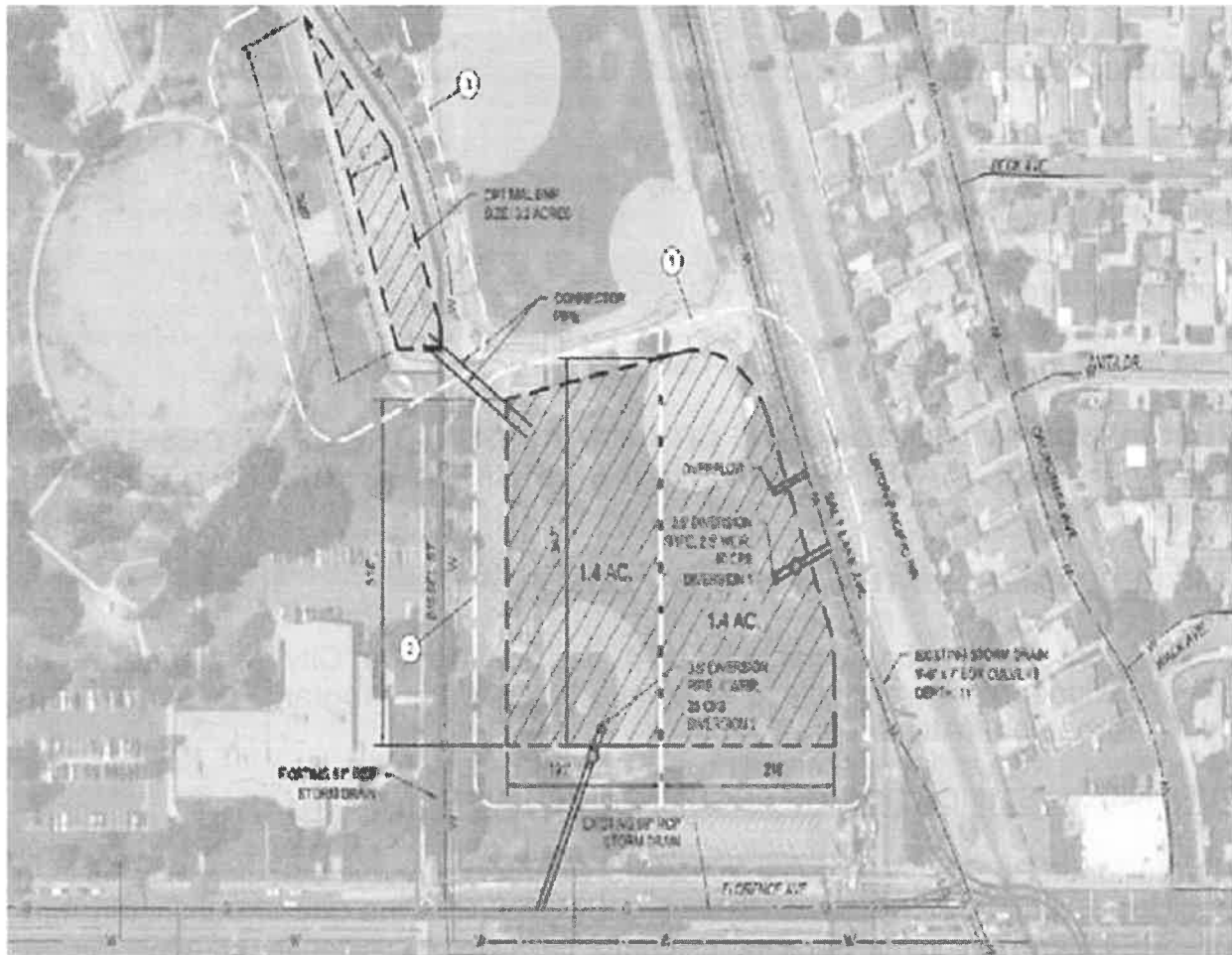
The MS4 Permit also established deadlines for the construction of these capture and treatment projects. To meet these deadlines, funding is available through the Safe Clean Water Program (SCWP) ballot measure, which was passed by voters in 2018. The SCWP provides funding through a competitive Regional Program. One of the locations identified in the WMP for the LAUR2 region is Salt Lake Park. This location was identified due to the size of the park and the downstream location of the storm drain system which collects stormwater in the City. The proposed Salt Lake Park Project would include construction of an underground stormwater infiltration cistern, adjustment of above-ground surfaces to capture additional stormwater flows, and re-configuration of underground piping to route

RESOLUTION AUTHORIZING THE CITY MANAGER AS THE CITY'S DESIGNEE TO EXECUTE THE SAFE CLEAN WATER PROGRAM FUNDING TRANSFER AGREEMENT

December 6, 2022

Page 2 of 3

stormwater flows into the cistern. The project would recharge an estimated 240 to 550 acre-feet (AF) of stormwater into the Central Groundwater Basin aquifers each year. The basic project layout and components are shown in Figure 1 below:



LEGAL REQUIREMENT

The Los Angeles County Flood Control District (District) has been authorized to oversee SCWP funding. Recently, the District approved nine (9) regional Stormwater Investment Plans (SIP) or "Projects" for SCWP funding at its October 4th, 2022 meeting. The City's Salt Lake Park Infiltration Cistern Project was among the 9 projects approved for SCWP funding. To disburse funding, the District is requiring that the City sign a Transfer Agreement (TA), which requires that the City meet certain criteria, including designation of an Infrastructure Program Project Developer (IPPD) or "Project Developer" to execute the funding TA with the District on behalf of the City. The TA also requires that the City adhere to program implementation requirements, which include: submitting a budget plan, conducting outreach to the community, completing design and engineering plans, California Environmental Quality Act (CEQA) review, and retaining records for seven (7) years after project completion.

RESOLUTION AUTHORIZING THE CITY MANAGER AS THE CITY'S DESIGNEE TO EXECUTE THE SAFE CLEAN WATER PROGRAM FUNDING TRANSFER AGREEMENT

December 6, 2022

Page 3 of 3

The City's Salt Lake Park Project has not yet commenced, and therefore the City will need to complete the initial planning, environmental (CEQA) review, and design of the Project. Funding for these tasks will be disbursed through the TA with the District that the Project Developer will execute on behalf of the City.

FISCAL IMPACT/FINANCING

In the City's recent SCWP funding application, the City was seeking \$29,000,000 (\$29M) in funding from the SCWP for the entire Project (constructed in-place). At this time, the City intends to proceed with only the planning, environmental and design phases, which will require \$3.5M in funding from the SCWP. This will leave \$25.5M remaining for construction funding, which is estimated for construction at this time.

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
- B. Transfer Agreement
 - Exhibit A – Scope of Work

ATTACHMENT "A"

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WHEREAS, the City of Huntington Park is a member agency of the Los Angeles River Watershed Management Group, Upper Reach Two (LAUR2); and

WHEREAS, the Safe Clean Water Program (SCWP), passed by the voters in 2018, provides some funding through a competitive Regional Program; and

WHEREAS, the District has approved nine (9) regional Stormwater Investment Plans (SIP) or “Projects” for SCWP funding at its October 4th meeting, of which the City’s Salt Lake Park Infiltration Cistern Project was among the 9 Projects approved; and

WHEREAS, the recommendation is to designate the City Manager to execute all applicable documents, agreements, amendments, etc.

SECTION 1. The City Council has reviewed a Copy of the Sample TA (Template) and agrees to the general conditions thereof.

SECTION 2. The City Council designates the City Manager to represent the City as the Project Developer and authorizes the City Manager to execute all applicable documents, agreements, amendments, etc..

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SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 6th day of December 2022.

Eduardo Martinez, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk

Approved as to Form and Legality:

City Attorney

ATTACHMENT "B"

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Huntington Park
AGREEMENT NO. 2022RPLLAR02
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of November 21, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Huntington Park for Salt Lake Park Infiltration Cistern, hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

“Budget Plan” means a Recipient’s plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient’s Budget Plan is described in Exhibit A.

“Days” means calendar days unless otherwise expressly indicated.

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

“Funded Activity” means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

“Safe Clean Water (SCW) Program Contribution” means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

“Year” means calendar year unless otherwise expressly indicated.

I. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

| Los Angeles County Flood Control District | | Recipient: | |
|---|---|------------|---|
| Name: | Haris Harouny | Name: | Cesar Roldan |
| Address: | 11th Floor, PO Box 1460, Alhambra, CA 91802-1460 | Address: | 6550 Miles Avenue, Huntington Park, CA 90255 |
| Phone: | (626) 300-2620 | Phone: | (323) 584-6320 |
| Email: | hharouny@dpw.lacounty.gov | Email: | croldan@hpcga.gov |

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

II. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

III. ACTIVITY COMPLETION

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

IV. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 2022-2023 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2022-23 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

V. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

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

Lower Los Angeles River

City of Huntington Park

Salt Lake Park Infiltration Cistern

By: _____

Name:

Title:

Date: _____

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Carolina T Hernandez

Title: Assistant Deputy Director

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-1. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

A-3. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

A-4. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

A-5. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

A-6. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

A-7. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.
1. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.
2. Stakeholder and Community Outreach/Engagement Plan requirements:

Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

| Infrastructure Program Project Funds | Required Activity 1 | Required Activity 2 |
|--------------------------------------|------------------------|---------------------|
| Up to \$2 M | Outreach or Engagement | |
| Up to \$10 M | Outreach | ≥1 Engagement |
| Over \$10 M | Outreach | ≥ 2 Engagements |

3. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.
4. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-8. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-9. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.
1. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
2. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
3. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-1. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-2. Acquisition of Real Property – Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-3. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-4. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-5. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
1. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.
2. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9th) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9th) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

| End-of-Activity | | Every Third Fiscal Year | | |
|--------------------------------------|--|---------------------------------------|----------------------------|--|
| <u>Projected End Date</u> | <u>Audit Report Due to District</u> | <u>SIP Fiscal Year</u> | <u>Audit Period</u> | <u>Audit Report Due to District</u> |
| 1/15/2024 | No later than 10/31/2024 | 2022-24 | 7/1/2022 to 6/30/2025 | No later than 3/31/2026 |

3. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
4. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-6. Availability of Funds

District's obligation to disburse the SCW Program Contribution 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 to fund allocations necessary for disbursement of the SCW Program Contribution, the District 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 District 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 recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
1. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-7. Choice of Law

The laws of the State of California govern this Agreement.

B-8. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-9. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-10. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-11. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

B-12. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-13. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;
1. The Recipient materially breaches this Agreement or any addendum, including but not limited to:
 - a. Fails to operate or maintain Project in accordance with this Agreement;
 - b. Fails to submit timely Quarterly Progress/Expenditure Reports.
 - c. Fails to remain in Good Standing (see Section B-34, below).
 - d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
 - e. The Recipient fails to maintain reasonable progress toward Project Completion.
 - f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
 - g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
1. Terminate any obligation to make future payments to the Recipient.
2. Terminate the Agreement.

3. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-14. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-15. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-16. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-17. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-18. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-19. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-20. 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 District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-21. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-22. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
1. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
2. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
3. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
4. The decision to grant an extension is at the sole discretion of the District.
5. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

6. Example:

| <u>Fiscal Year Transferred</u> | <u>Funds Lapse After</u> | <u>Extension Request Due</u> | <u>Commit By</u> |
|---------------------------------------|---------------------------------|-------------------------------------|-------------------------|
| 2022-23 | 6/30/2028 | No later than 3/31/2028 | No later than 6/30/2029 |

B-23. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-24. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-25. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-26. 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

B-27. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - a. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
1. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
2. The Recipient shall notify the District promptly of the following:
 - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated

reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

- a. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- b. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
- c. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees 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. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;
- d. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
- e. Activity completion.

B-28. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

B-29. Recipient's 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. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B-30. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of

whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-31. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-32. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

- Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Percent overall Funded Activity completion estimate;
 - c. Breakdown of how the SCW Program Contribution has been expended;
 - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
 - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
 - g. Scheduling concerns and issues encountered that may delay completion of the task;
 - h. Work anticipated for the next reporting period;
 - i. Any anticipated schedule or budget modifications;

- j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;
 - k. Additional financial or project-related information as required by the District;
 - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
 - m. Status of Recipient's insurance; and
 - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
- Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

| <u>Quarter</u> | <u>End of Quarter</u> | <u>Report Due</u> |
|-----------------------|------------------------------|--------------------------|
| First Quarter | September | 15 November |
| Second Quarter | December | 15 February |
| Third Quarter | March | 15 May |
| Fourth Quarter | June | 15 August |

- Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:
 - Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
- Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.
- As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-33. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. 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.
1. No Violations. The execution, delivery, and performance by the 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 the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
2. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.
3. Solvency. 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 the Recipient. As of the date set forth on the first page hereof, 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.

4. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.
5. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: <https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

B-34. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-35. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
1. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.

2. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
3. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
5. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
6. Performance Bond. Where contractors are used, the Recipient shall 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, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
7. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision .

8. Public Funding. This Funded Activity 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.

B-36. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-37. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

- C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.
- C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.
- C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.
- C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the

terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

- C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.
- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
- C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

**ADDENDUM NO. ____ TO
TRANSFER AGREEMENT NO. ____ BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (INSERT PROJECT DEVELOPER)
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. ____ to Transfer Agreement No. _____, hereinafter referred to as "Addendum No. ____", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and _____ (*Project Developer/Scientific Studies Applicant*), hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. _____, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on _____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year _____;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ____.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ____ days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

IN WITNESS WHEREOF, this Addendum No. ____ has been executed by the parties hereto.

_____(Recipient)_____:

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized. Please refer to the table below.

For the most up to date guidance related to Nature Based Solutions, please refer to the Safe, Clean Water Program website (<https://safecleanwaterla.org/>)

| METHODS | GOOD | BETTER | BEST |
|---|--|--|--|
| Vegetation/Green Space | Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation | Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation | Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation |
| Increase of Permeability | Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches) | Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction) | Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation |
| Protection of Undeveloped Mountains & Floodplains | <ul style="list-style-type: none"> • Preservation of native vegetation • Minimal negative impact to existing drainage system | <ul style="list-style-type: none"> • Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system | <ul style="list-style-type: none"> • Creation of open green space • Installation of features to improve natural hydrology |
| Creation & Restoration of Riparian Habitat & Wetlands | <ul style="list-style-type: none"> • Partial restoration of existing riparian habitat and wetlands • Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted • No potable water used to sustain the wetland | <ul style="list-style-type: none"> • Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 16 and 30 different native plant species newly planted • No potable water used to sustain the wetland | <ul style="list-style-type: none"> • Full restoration and expansion of existing riparian habitat and wetlands • Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted • No potable water used to sustain the wetland |

| | | | |
|------------------------|--|--|---|
| New Landscape Elements | Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel | Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel | Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff |
| Enhancement of Soil | Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter | Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter | Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter |

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regularly inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.

- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
 - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
 - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
 - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
 - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
 - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

**EXHIBIT A – SCOPE OF WORK****A-1. Budget Plan**

The Recipient shall submit a detailed Budget Plan for all eligible expenditures (those incurred after November 7, 2018) for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

As indicated in the City's **Feasibility Study Report (July 2021)**, and the City's **PowerPoint Presentation** to the Los Angeles River Upper Reach 2 (LAUR2) Watershed Area Steering Committee (WASC) in **October 2021**, the SCWP funds that the City will require for the Salt Lake Park Cistern Project (**Transfer Agreement #2022RPLLAR02**) are as follows:

| Budget Plan | | | |
|--|---|---------------------|----------------------------|
| Phase | Description | Cost | Tentative Completion Date* |
| Planning | Includes site investigations, stakeholder outreach, CEQA environmental impact studies, remediation, and other permitting. | \$2,000,000 | 08/2023* |
| The planning phase will consist of the following activities and timelines: <ul style="list-style-type: none">January 2023 – March 2023: Procurement of Consulting Services for PlanningMarch 2023 – August 2023*: Preparation of Planning Documents, Including Environmental/CEQA Beginning in January 2023, the City will need approximately <u>\$280k to \$625k in monthly SCWP funding</u> over the course of the Planning Phase. Monthly SCWP funding needs will depend on the completion date. The start and completion date of the Planning Phase will be confirmed/updated once the City prepares its Request for Proposals (RFP) for the Planning Phase services. The City can either invoice the District for transfer of SCWP funds on a monthly basis, or invoice the District for transfer of SCPWP funds at the beginning of this phase of the Project and at the end of this phase of the Project. | | | |
| Design | Formal project design, plans, engineer's estimate, bid specifications, and construction management support. | \$1,500,000 | 04/2025* |
| The Design Phase will consist of the following activities and timelines: <ul style="list-style-type: none">September 2023 – November 2023: Procurement of Consulting Services for DesignDecember 2023 – April 2025 Consulting Services for Design Beginning in September 2023 or in June 2024, the City will need approximately <u>\$75k to \$150k in monthly SCWP funding</u> over the course of the Planning Phase. Monthly SCWP funding needs will depend on the completion date. The start and completion date of the Design Phase will be updated once the City completes the Planning Phase of this Project. Design Phase tasks and schedule will be confirmed/updated once the City prepares its Request for Proposals (RFP) for the Design Phase services. The City can either invoice the District for transfer of SCWP funds on a monthly basis, or invoice the District for transfer of SCPWP funds at the beginning of this phase of the Project and at the end of this phase of the Project. | | | |
| Construction | Construction, construction management/engineering services intermediate & final project completion audits | \$22,500,000 | 06/2031* |
| The Construction Budget Plan will be prepared once the Planning and Design Phase is complete. The City anticipates that a separate funding transfer agreement will be signed once the Construction Phase funding needs are determined. | | | |
| Total | | \$29,000,000 | 2031* |

*Completion date shown in the July 2021 Feasibility Study and October 2021 PowerPoint Presentation. Since the District's Approval of regional SIP Projects (Oct 2022) has commenced later than anticipated, the City may require additional time to complete the Planning Phase of the project and all subsequent phases.



Due to the construction of the project being several years in the future, the construction cost may exceed the current estimate of \$22.5M. For this reason, the City intends to enter into a separate (or amended) funding Transfer Agreement (TA) with the District, once the Planning and Design Phase is complete (i.e. once the detailed construction costs are known). Therefore, at this time, the City is seeking SCWP funding for the Planning and Design Phase of the Project, which will require \$6.5M to complete. Per separately-attached Council Resolution, the City of Huntington Park Council has authorized the City Manager to sign the TA with the Los Angeles County Flood Control District (District).

A-2. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code. The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

This location was identified due to the size of the park and the downstream location of the storm drain system which collects stormwater in the City and in the surrounding 605-acre tributary area that are identified in the **July 2021 Feasibility Study**. The proposed Salt Lake Park Project would include construction of an underground stormwater infiltration cistern, adjustment of above-ground surfaces to capture additional stormwater flows, and re-configuration of underground piping to route stormwater flows into the cistern. The project would recharge stormwater into the Central Groundwater Basin aquifers which would otherwise flow into the Los Angeles River.

Based on the above, the Salt Lake Park Cistern Project addresses the SCW Program Goals (Chapter 18.04 of the LACFCD Code) as follows:

- *Implement a new plan for L.A.'s water system to capture the billions of gallons of water we lose each year.*
 - The Project would recharge an estimated 240 to 550 acre-feet (or 78 million gallons to 180 million gallons) of stormwater into the Central Groundwater Basin aquifers each year.
- *Help protect our coastal waters and beaches from the trash and contaminants in stormwater that make people sick and threaten marine life.*
 - In conjunction with the City's recent catch basin screen project, the Salt Lake Cistern will retain stormwater and capture trash and contaminants on-site. Contaminants will be filtered through natural percolation means and not flow into marine waters.
- *Modernize our 100-year-old water system infrastructure, using a combination of nature, science, and new technology.*
 - The Project will utilize both underground and above-ground retention. Flows coming from outside of the Project limits will be retained in the underground cistern, while flows within or immediately adjacent to the Project limits will be retained through bio-retention means, or through previous pavement means. This will allow for replenishment of surrounding park landscaping.



- *Help protect public health, ensuring safer, greener, healthier, and more livable spaces for all.*
 - The proposed cistern will be located below softball fields at Salt Lake Park. As noted above, the proposed Salt Lake Cistern and the City's recent catch basin screen project will retain stormwater and capture trash and contaminants on-site. Contaminants will be filtered through natural percolation means and not flow into marine waters. The project will also replenish the park-area landscaping through surface percolation. Finally, the temporary retention in the cistern can also be utilized for park irrigation as well.
- *Prepare our region for the effects of a changing climate — including recurring cycles of drought, wildfire, and flooding.*
 - The project will replenish the park-area landscaping through surface percolation (from bio-retention). The temporary retention in the cistern can also be utilized for park irrigation as well
- *Require strict community oversight and independent auditing which would ensure local monies raised would stay local.*
 - The City council has authorized the City Manager to sign the funding transfer agreement with the Los Angeles County Flood Control District (District). The City's Public Works Department will oversee the use of SCWP funds. The City intends to hire one or more consulting firms to oversee the Planning, Design, and Construction of the Project. The City will use in-house staff and contract staff to manage the consultant(s) on this Project.

The City will be able to confirm the actual effectiveness of the District's SCWP Goals through actual observed/monitored flows (in acre-feet or million gallons) which enter the cistern, through the amount of trash (in tons) retained on-site, and through the quality/health of the on-site and adjacent landscaping through the bio-retention (irrigation) and through irrigation from the stormwater retained in the cistern.

A-3. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

At this time, the Estimated Reasonable Total Activity Cost will generally correspond with the City's **Budget Plan identified in Part A-1 of this Exhibit A** and the Tasks described in **Part A-4** below. The detailed tasks under the Planning and Design Phase of this Project will be known once the City prepares its Request for Proposals (RFP) for the Planning and Design Phase of the Project. Due to the magnitude of this Project, preparation of the RFP will require substantial effort. Therefore, SCWP funding to prepare the RFP and identify the Scope of Work for the Planning Phase is being requested at this time.



A-4. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. *Project Management, including required reporting*
2. *General Compliance Requirements/Project Effectiveness and Performance*
3. *Permitting and Environmental Compliance*
4. *Planning, Design, and Engineering*
5. *Stakeholder and Community Outreach/Engagement Activities*
6. *Right of Way Acquisition*
7. *Construction and Implementation*
8. *Operation and Maintenance*

At this time, the City's preliminary plan for use of SCWP funds is as follows:

1. Project Management

The City will hire consultant(s) to provide Planning and Design Phase services. The Consultant(s) will manage the Planning and Design services, environmental compliance, and permitting. However, the City will require either in-house staff or contract staff (or a combination thereof) to manage the Planning and Design Consultant(s) through the Planning and Design Phase. At this time, the estimated project management effort for the City will be one (1) to two (2) days per week, with some weeks less than one (1) day. Actual needs may vary and all time and/or equipment expenditures will be invoiced to the District for reimbursement (using SCWP funds).

2. General Compliance Requirements

The City will coordinate and/or comply with the following:

- CEQA
- NPDES/MS4 (Including Construction SWPPP)
- Stakeholder/NGO/CBO Requirements or Requests
- LACFCD Storm Drain (Connections to Existing Storm Drain(s) for Diversion Structure into Salt Lake Park)
- LACFCD/SCWP Goals

Compliance with other agencies will be verified through the Planning Phase, as part of the selected Consultant's/Consultants' Scope of Work.

3. Permitting and Environmental Compliance

The City's Consultant(s) will manage the Planning and Design services, environmental compliance, and permitting. The permitting and environmental requirements will be determined during the Planning Phase. At this time, however, the City understands that the Project will require compliance with CEQA and NPDES/MS4 requirements. CEQA determination will be made during the initial Planning Phase, as part of the selected Consultant's/Consultants' Scope of Work.



4. Planning, Design, and Engineering

The City's Planning efforts will consist of "Scoping" the Project, determining which environmental and/or design regulation(s) apply, determining which permit(s) apply, applying for permits (to the extent possible), conducting studies/field investigations to collect data, making selections on design alternatives, and preparing a Preliminary Design Report (PDR) for the Design of the Project. The PDR will serve as the backbone of the Design of the Project, and will provide the Scope of Work for the Engineering/Design of the Project. In order to Scope the Planning Phase of the Project, the City will prepare a Request for Proposals (RFP). As noted in **Part A-3** of this **Exhibit A**, the RFP will require substantial effort to Scope the Planning Phase, and therefore the City will require SCWP funds to begin the Planning Phase of the Project.

5. Stakeholder and Community Outreach/Engagement Activities

Stakeholder and Community Outreach/Engagement Activities are defined in **Part A-8** of this **Exhibit A**.

6. Right of Way Acquisition

The Project is located within the City's Salt Lake Park, which is fully-owned and operated by the City. Therefore, the City will not need to obtain/acquire new Right of Way.

7. Construction and Implementation

The construction and implementation of this Project will be scoped once the Design Phase of this Project is complete.

8. Operation and Maintenance

The Operation and Maintenance of the Project is defined in the following part of this **Exhibit A (Part A-5)**.

In summary, the Project is in the Conceptual/Funding Application Phase and the City is requesting that SCWP funds be provided so that the City can prepare a detailed Scope of Work for the initial Planning Phase.

A-5. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.



The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

At this time, a preliminary Operation and Maintenance (O&M) Plan has been prepared for this Project, and is included as **Attachment 2.6 of the July 2021 Feasibility Study**. The preliminary O&M Plan was prepared to better understand the project scope and funding needs, so that the City can apply for SCWP funding.

The main system components include the diversion structure, pretreatment system, and subsurface infiltration cistern. The system also includes a flow regulating valve and flow meter, installed both upstream and downstream of the diversion structure. Once in place, the diversion structure will not require any specific operations, as it will function on its own. Inspections and maintenance related to the diversion system is further discussed below.

Flows going into the infiltration cistern will be measured by a flow meter. Additionally, a water level meter measuring the depth will be placed above the infiltration cistern, and will measure water depth over a predetermined time interval resulting in the infiltration rate of the cistern. Once the infiltration cistern fills up, the valve will automatically close, not allowing any additional flow to circumvent surging. When the infiltration cistern is full, it will have up to 72 hours to allow the flows to completely infiltrate. The valve will then open, allowing flows back into the infiltration cistern.

Descriptions of the operation/maintenance and inspection frequency of the Project's components are listed in **Table 2-1 of Attachment 2.6 of the July 2021 Feasibility Study**. The City's Department of Public Works will be responsible for inspection, operation, and maintenance of the Project/Cistern. Contact information for the Department of Public Works is as follows:

City of Huntington Park
Department of Public Works
6900 Bissell Street
Huntington Park, CA 90255
(323) 584-6274

A more-complete O&M Plan (if necessary) can be prepared during the Construction Phase of the Project, or after construction is complete.

A-6. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

At this time, a preliminary Monitoring Plan has been prepared for this Project, and is included as **Attachment 2.5 of the July 2021 Feasibility Study**. The preliminary Monitoring Plan was prepared to better understand the project scope and funding needs, so that the City can apply for SCWP funding. After the construction of the Project, the monitoring will consist of:



- Every third month (pre-storm and post-storm that coincides with the dry and wet-weather events) will be monitored.
- The source, quantity, frequency, and characteristics of non-stormwater discharges and associated drainage area will be documented.

The goal of the monitoring is to demonstrate to the State that monitoring sites will be monitored three (3) times per year and will rotate between the first, second and third storm events. The associated parameters of the monitoring program are described in **Attachment 2.5 of the July 2021 Feasibility Study**.

Adjustments to the Monitoring Plan (if necessary) can be prepared during the Construction Phase of the Project, once SCWP funding is secured from the District for Planning and Design.

A-7. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

The project effectively results in a decrease in demand on the municipal water supply and water costs for the City, when used as part of a rainwater harvesting system in accordance with City, State, and Federal code restrictions is of the utmost importance.

The project will be built utilizing permeable areas as well as other recreational open space however the project will utilize a combination of mechanical treatment under the open space while replacing the permeable spaces with bioswales, natural vegetation and other means to facilitate a more natural environment.

The project is currently in the Conceptual/Funding Application Phase and the City is currently seeking funding for the Planning and Design Phase of the work. As such, the City has not applied for Institute for Sustainable Infrastructure (ISI) verification at this time. However, the City can apply for ISI verification during the Planning and Design Phase, if required by the District for SCWP funding.

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

The City of Huntington Park is committed to community outreach for all projects. The watershed is largely comprised by a Disadvantaged Area Community (DAC). Also, the area is densely populated and for outdoor activities, events and community space. The Project (Salt Lake Park Cistern) provides educational benefits due to the high-visible nature of the site. In particular:

- The Salt Lake Park Project would enhance two baseball diamonds, located in the southeast corner of Salt Lake Park. In addition, parking lots within Salt Lake Park would



be renovated, incorporating low impact development standards to provide enhancements to existing park space and to leverage public educational opportunities. Enhancements are also conceptualized for the development of educational signage, and to implement docent training programs to highlight and inform park users of the water conservation, native habitat, and water quality aspects being implemented beneath their feet.

- Due to the City's location sharing the border with the City of Vernon, the proposed concept would support workers at nearby commercial buildings and additionally rejuvenate an existing park space for recreational users. Additionally, due to its close proximity to residential communities, the project would likely generate significant pedestrian and softball/sports participants eager to use the facility during evenings and weekends, along with weekend picnicking and local family excursions.

The City of Huntington Park will continue to support healthy living through the provision of access to green space, high-quality recreational sports complex, and active transportation while implementing water conservation and water quality improvements. It is critical that the community continue to have access to green space that is constantly improving so they may continue to enjoy low impact recreation and lead a healthy lifestyle. At the completion of the project, residents and visitors will benefit from the improvements to Salt Lake Park and surrounding communities will also benefit from the capture, treatment, and infiltration of stormwater runoff from its densely populated drainage area. Overall, the improvements to the park will capitalize on the critical need to address groundwater recharge and water quality challenges that disadvantaged communities face, significantly compounded by its highly urbanized environment.

Thus far, the City has gathered strong local, community-based support for the Project. In particular, letters of support have been procured by the City from the Cities of Bell Gardens, Vernon, and Commerce. The City has also received support from the TreePeople Organization.

Once the City is awarded SCWP funds from the District, the City will begin its outreach campaign shortly after the beginning of the year. Efforts will consist of identifying and contacting the following groups: (1) Community-Based Organizations (CBOs) and NGOs/Environmental Organizations that may have an interest in the project, (2) Native American tribes believed to have inhabited the area, and (3) Public Agencies (including those which have already supported the Project) that might have an interest in the project. Public Hearing(s), either on-site and/or at City Hall, can be held as the means for collaboration with Stakeholders and the general public.

Notices of the public meeting will be prepared in English and Spanish and mailings will be made to all residents within a 1,000-foot radius. Additional publications will be made to the City's website and social media to notify the aforementioned agencies and general public of the Public Hearings. During the Public Hearings, the City will re-introduce the project to the community. Presentation(s) will be made that provides an overview of the project, the schedule implementation of the phases of the Project. Following the presentation, there will be a Question-and-Answer period. A summary of the comments, questions and responses from the meeting will be summarized in a table. The City can repeat this process throughout the Project as necessary. A minimum of two (2) outreaches/community engagement will be conducted.

Finally, the City acknowledges that gentrification will be mitigated by maintaining the Project Site and the surrounding area as designated park area. The City has no plans to change the Salt Lake Park area into a commercial or residential zone. The City will commit to the permanent zoning of the Salt Lake Park area as Park zone.



A-9. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

The project will be built utilizing permeable areas as well as other recreational open space however the project will utilize a combination of mechanical treatment under the open space while replacing the permeable spaces with bioswales, natural vegetation and other means to facilitate a more natural environment. This Project will resolve negative impacts (and costs) due to environmental regulations (concerning stormwater runoff) while recharging depleted aquifers that would otherwise have to be replenished with expensive imported water, the cost of which must be recovered through higher water bills. The project effectively results in a decrease in demand on the municipal water supply and a decrease in water costs for the City.

The Project addresses water supply and water quality needs of the (LAUR2) Watershed Area region. Water supply forecasts by DWR were based on increasing stormwater capture (recharge to basin). In similar manner, water quality targets in the approved State Enhanced Watershed Management Plan (EWMP) are based on increasing stormwater capture capacity, and equivalent treatment capacity.

Benefits to water supply were determined based on groundwater recharge, the capturing of stormwater, and resource conservation. The relative groundwater recharge benefits were determined by comparing the location of each proposed project site to potential recharge locations as defined in the Water Replenishment District's (WRD's) Stormwater Recharge Feasibility and Pilot Project Development Study. The site has potential to recharge natural aquifers through infiltration. Infiltrating the stormwater and dry weather flows is a huge benefit to the region.

In summary, the Project allows the community to learn about conservation and environmental initiatives that help address the Federal, State and regional stormwater infiltration/filtration efforts. As noted in **Section A-2**, the City will be able to confirm the actual effectiveness of the District's SCWP Goals through actual observed/monitored flows (in acre-feet or million gallons) which enter the cistern, through the amount of trash (in tons) retained on-site, and through the quality/health of the on-site and adjacent landscaping through the bio-retention (irrigation) and through regular irrigation (taken from the stormwater retained in the cistern).

A-10. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

At this time, the project is currently in the Conceptual/Funding Application Phase and the tentative work schedule will correspond with the City's Budget Plan/Timeline identified in **Part A-1 of this Exhibit A**. The Planning and Design efforts are expected to commence in early 2023 and be completed by the middle of 2025. The City will require SCWP funding to prepare the Planning and Design Scope of work in light of the **July 2021 Feasibility Study Report/Funding Application**.



The City can develop a detailed work schedule after the Transfer Agreement is signed and approval by the City and the District.

ITEM NO. 9



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 6, 2022

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

Dear Mayor and Members of the City Council:

RESOLUTION AUTHORIZING THE CITY MANAGER AS THE CITY'S DESIGNEE TO EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE SUBMITTAL OF THE 2022 URBAN COMMUNITY DROUGHT RELIEF GRANT PROGRAM APPLICATION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution (Attachment 1) designating the City Manager to sign and execute all documents associated with the submittal of the 2022 Urban Community Drought Relief Grant Program application.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Water Resources (DWR) established the guidelines to implement the 2022 Urban Community Drought Relief Grant Program (Program). Drought relief funds are intended to provide agencies with the opportunity to address water loss and contamination of water supplies that impact the health and wellness of our environment.

City staff is focusing on Well No. 17 which is located at 5920 Miles Avenue, south of Slauson Avenue adjacent to Huntington Park High School. The site contains an elevated water tank, an above-ground reservoir, two below-ground reservoirs, various buildings and a granular activated carbon treatment system. Well No. 17 was constructed in 1993 and completed to a depth of 1,195 feet below ground surface.

The City currently does not operate Well No. 17 due to water quality issues. Since 2012, well water quality test results show elevated levels of nitrate near the maximum contaminant level (MCL) established by the State of California Division of Drinking Water (DDW). Additionally, the well is experiencing elevated levels of carbon tetrachloride, which is a volatile organic compound that exceeds the MCL. The minimum value reported for carbon tetrachloride was recorded on January 12, 2012 and has only worsened over time. The maximum value was reported on October 7, 2014 and has decreased since

RESOLUTION AUTHORIZING THE CITY MANAGER AS THE CITY'S DESIGNEE TO EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE SUBMITTAL OF THE 2022 URBAN COMMUNITY DROUGHT RELIEF GRANT PROGRAM APPLICATION

December 6, 2022

Page 2 of 3

then, but the concentration remains over 2.0 micrograms per liter, which is four times above the MCL.

Funds for this project include the planning, design, engineering, construction and related activities phases. Specific project types that make the enhancements at Well No. 17 eligible include the following:

- Projects that support immediate drought response
- Projects that enhance local supply and climate resilience through source watershed improvements, consistent with Water Code section 108.5, that defines source watersheds as infrastructure
- New wells or rehabilitation of existing wells

With the City Council's approval to submit the grant application, staff will immediately prepare the necessary documents before the January 31, 2023 due date.

ENVIRONMENTAL

Activities funded under this grant must comply with the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.). Public Resources Code section 21080.3.1 requires, under certain circumstances that the CEQA lead agency to consider project effects on Tribal cultural resources and to conduct consultation with California Native American Tribes.

LEGAL REQUIREMENT

A signed, certified resolution must be received prior to the execution of a grant agreement with the State. Additionally, all applicants are required to submit a self-certification form to certify compliance with the requirements to demonstrate and maintain eligibility to receive state funds. There is a minimum award amount of \$3 million per applicant. The Gateway COG is utilizing this grant to bundle smaller projects from neighboring cities together as a single application to meet the minimum grant award requirement. In this case, DWR requires a single primary grantee to enter into the grant agreement with DWR and each project should have an assigned Local Project Sponsor (LPS). The LPS must qualify as an eligible applicant. All applicable State contracting code requirements apply with respect to competitive bids and undertaking competitive negotiations.

FISCAL IMPACT/FINANCING

This program requires a minimum non-state cost share of 25% of the total application costs, unless the project qualifies for a waiver. City will request the waiver of the non-state cost share requirement on the basis of at least 50% of the primary benefit being to an Underrepresented Community. DWR will review and evaluate the documentation submitted in the application and determine if the City is eligible to receive the supporting benefit of an Underrepresented Community.

RESOLUTION AUTHORIZING THE CITY MANAGER AS THE CITY'S DESIGNEE TO EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE SUBMITTAL OF THE 2022 URBAN COMMUNITY DROUGHT RELIEF GRANT PROGRAM APPLICATION

December 6, 2022

Page 3 of 3

If the City is awarded the grant, staff will bring back additional information and present a proper budget for City Council consideration and acceptance.

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)

1. Resolution

ATTACHMENT "A"

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RESOLUTION NO. 2022-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK, CALIFORNIA, AUTHORIZES
THE CITY MANAGER AS THE SIGNATORY FOR THE
SUBMITTAL, ACCEPTANCE AND EXECUTION OF THE
2022 URBAN COMMUNITY DROUGHT RELIEF GRANT
PROGRAM APPLICATION FOR THE WELL NO. 17
IMPROVEMENT PROJECT**

WHEREAS, the City of Huntington Park proposes to implement the Well No. 17 Improvement Project; and

WHEREAS, the City of Huntington Park has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Huntington Park intends to apply for grant funding from the California Department of Water Resources for the Well No. 17 Improvement Project; and

WHEREAS, the recommendation includes designating the City Manager as the signatory to execute all applicable applications, documents, agreements, amendments, etc.

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

SECTION 1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), the City of Huntington Park's City Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.

SECTION 2. The Huntington Park City Council designates the City Manager or designee and hereby authorizes and directs to execute the funding agreement with the Department of Water Resources and any amendments thereto.

SECTION 3. The City of Huntington Park City Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Huntington Park at the meeting held on December 6, 2022, motion by _____ and seconded by _____, motion passed by the following vote:

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AYES:
NOES:
ABSTAIN:
ABSENT:

PASSED, APPROVED, AND ADOPTED this 6th day of December 2022.

Eduardo Martinez, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk

ITEM 10



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

December 06, 2022

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:

REAPPOINTMENT OR APPOINTMENT OF CITY COUNCIL MEMBER TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Appoint Councilmember, or consider reappointing of Vice Mayor Sanabria to the Los Angeles County Vector Control District Board of Trustees for a two (2) year or four (4) year term at the discretion of the City Council.

BACKGROUND

The term for the current appointee, Council Member Sanabria, is set to expire at noon on the first Monday of January 2023. To be appointed, the member must be an elector of the city (or county for county member) and a resident of that portion of the city (or county for county member) which is in the district. The term of a Trustee shall be for a term of two or four years, at the discretion of the appointing authority commencing at noon on the first Monday of January. The District does not recognize the appointment of alternate representatives. Once appointed, representatives cannot be removed at-will by the appointing body. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body. In the event a seat is vacated before the expiration of the term, the city or county shall appoint a representative to fill the vacancy for the unexpired term.

FISCAL IMPACT

There is no direct fiscal impact associated with this appointment.

REAPPOINTMENT OF CITY COUNCIL MEMBER TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

December 06, 2022

Page 2 of 2

CONCLUSION

Upon appointment of a City Council Member to the Greater Los Angeles County Vector Control District Board of Trustees, City Clerk will send a letter to the District notifying them of the appointment that will take effect the first Monday of January 2023.

Respectfully submitted,



RICARDO REYES
City Manager



EDUARDO SARMIENTO,
City Clerk

ATTACHMENT(S)

- A. Letter from the Los Angeles Vector Control District re: Appointment/Re-appointment of Representative of the Greater Los Angeles County Vector Control District Board of Trustees. Dated September 29, 2022

ITEM NO. 11



CITY OF HUNTINGTON PARK

City Manager
City Council Agenda Report

December 6, 2022

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 POSSIBLE APPROVAL OF COMPENSATION PLAN AND PERSONNEL RULES FOR NON-REPRESENTED EMPLOYEES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Consider and possibly approve the compensation plan and personnel rules for non-represented employees.

Additional supplemental documents to be added Monday December 5, 2022 to ensure most up to date information.

Respectfully submitted,

RICARDO REYES
City Manager

ITEM NO. 12



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

December 6, 2022

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 INTERIM FINANCE DIRECTOR AGREEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Resolution authorizing an agreement with MuniTemps to provide temporary Interim Finance Director staffing services; and
2. Approve and appropriation in the amount of \$135,000 from account # 111-0220-411.32-70 for temporary Interim Finance Director staffing services; and
3. Authorize the Mayor to execute the Resolution for temporary Interim Finance Director staffing services.

BACKGROUND

Since October 21, 2022, the City of Huntington Park ('City') has remained without a full-time Finance Director. For this reason, the City opened recruitment for a Director of Finance. The City received an application from one eligible candidate that participated in an interview. Upon completing a successful interview, the Human Resources Department received authorization to extend an offer to the candidate, which the candidate did not accept. The City has yet to receive additional applications from eligible candidates.

This vacancy has impacted the day-to-day management of the Finance Department and limited the City's ability to complete the fiscal year budget and comprehensive financial audits. The City's administration continues to explore options to fill this position permanently. However, in the short term, it is imperative to bring in an experienced municipal employee that is also a Certified Public Accountant ('CPA') to serve as the Interim Finance Director. For this reason, the City sought proposals from consultants for temporary services and received responses from two firms specializing in municipal finance: 1) Clearsight Global, and 2) MuniTemps. Please note, MuniTemps was the only firm that met the full-time requirements of the City. Below is the breakdown of each proposal.

CONSIDERATION AND APPROVAL OF INTERIM FINANCE DIRECTOR AGREEMENT

December 6, 2022

Page 2 of 2

| Name | Yearly | Monthly Salary | Hourly Rate | Term |
|---|--------|----------------|-------------|-----------------------|
| MuniTemps - John Herrera, CPA, MPA | N/A | \$22,500 | N/A | 6 Months – full time |
| Clearsigh Global - Michael D. Falkow, PMP | N/A | N/A | \$200 | As needed – part time |

At this time, the City Manager recommends contracting Mr. John Herrera from MuniTemps to serve as Interim Finance Director for a period of 6-months at a fee of \$22,500 per month (total of \$135,000). Mr. Herrera is the founder of MuniTemps with 30 years of experience in municipal administration, finance, purchasing, risk management, and personnel administration. Throughout his career, Mr. Herrera has served in key positions such as Finance Director, Administrative Services Director, City Treasurer, and Acting City Manager. Mr. Herrera has a bachelor's degree in business administration from San Diego State University and a Master's in Public Administration from California State University San Bernardino. Mr. Herrera is also a licensed CPA to practice in California.

As Interim Finance Director, Mr. Herrera, will work collaboratively with the Finance Manager to focus on oversight and quality control of the Finance Department, preparation of the FY 2022-23 budget, completion of annual financial audits, and review of accounting system and practices, in addition to other responsibilities directed by the City Manager. To secure Mr. Herrera's services, the City agrees to enter into a master agreement with MuniTemps, which is standard for such consulting services. Please note that Mr. Herrera serving as Interim Finance Director does not preclude MuniTemps from providing other temporary consulting services as outlined in their agreement (Attachment B).

FISCAL IMPACT/FINANCING

Per Attachment C, the monthly fee for Mr. Herrera is \$22,500 per month (\$135,000 total) for a 6-month term. For this reason, the City Manager is requesting approval of an appropriation of \$135,000 from account # 111-0220-411.32-70 (Professional Services/Contractual Services).

CONCLUSION

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



RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL OF INTERIM FINANCE DIRECTOR
AGREEMENT**

December 6, 2022

Page 3 of 2

ATTACHMENT(S)

- A. Resolution
- B. MuniTemps Master Agreement
- C. John Herrera Municipal Staff Agreement
- D. Clearsight Proposal

ATTACHMENT "A"

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WHEREAS, The City of Huntington Park ('City) has been without a full-time Finance Director since October 21, 2022 and has an immediate need to fill this his key executive position to ensure day-to-day management of the Finance Department; and

WHEREAS, Due to MuniTemps' specialized knowledge in the field of finance and experience in providing temporary staffing services for municipalities, the City Manager requests that the City Council make the necessary findings to exercise its authority to procure these services.

SECTION 1. The City Council of Huntington Park hereby finds and declares that the foregoing recitals are true and correct, and incorporates them herein as findings and as a substantive part of this Resolution.

SECTION 3. The City Council authorizes the City Manager to enter into an agreement with MuniTemps on December 6, 2022 through June 6, 2022 (6-months) and to approve an appropriation in the amount of \$135,000 to fulfill the terms of the agreement, approved as to form by the City Attorney.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 6th day of December 2022.

Eduardo Martinez, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk

ATTACHMENT "B"

GOVERNMENT STAFFING SERVICES, INC.



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
 Phone: 1-866-406-6864 • Fax: 1-866-498-6678
 Website: www.munitemps.com

EXHIBIT "A" of Municipal Staffing Agreement

| | |
|----------------------|-------------------------|
| Municipality: | City of Huntington Park |
| Client Contact: | Raul Alvarez |
| Interim Position: | Finance Director |
| Class of Assignment: | Overtime Exempt |
| Monthly Bill Rate: | \$22,500 |
| Hours per Week: | TBD |
| Work Schedule: | Hybrid |
| Start Date: | 12/6/2022 |
| Expected Duration: | 6+ months |

PROPER SUPERVISION

CITY will properly supervise MunTemp employee(s), whether they work at CITY's offices or remotely from home, and be responsible for its business operations, services, and intellectual property. CITY will also properly supervise, control, and safeguard its premises, processes, or systems, and not permit MunTemp employees to operate any vehicle (see section 2.1. of municipal staffing agreement), or mobile equipment unless approved by MunTemp in writing.

JOB DESCRIPTION

Position duties as provided for in CITY's job description for this position.

OVERTIME / DOUBLETIME BILL RATES

Unless approved in advance in writing, CITY will NOT allow MunTemp employee to work hours outside the above stated work schedule as this will trigger overtime or doubletime bill rates. The hourly bill rate will be billed at 150% for any overtime hours (more than 8 hours in one day or 40 in a week) and 200% for doubletime hours (more than 12 hours in a day) worked by MunTemp employees. CITY agrees to pay for any overtime or doubletime hours as requested and pre-approved by the CITY and verified on the signed timesheet.

DIRECT HIRE / CONVERSION FEE OF MUNITEMPS ASSOCIATES

CITY may hire MunTemp associate "directly" as Employee or as independent contractor, or "indirectly" through a third party upon paying a direct hire / conversion as follows:

- (1) If MunTemp associate has worked a "minimum of 980 hours on this assignment at CITY (per this Exhibit A), CITY may convert the MunTemp employee to become a permanent employee of CITY at zero buyout fee.
- (2) If MunTemp associate has worked "less than" 980 hours on this assignment at CITY (per this Exhibit A), CITY shall pay a direct hire / conversion fee equal to 18% of the annualized hourly pay rate (pay rate x 2,080) offered by CITY to MunTemp associate.

INVOICING & TIMESHEET APPROVAL: TCA shall provide the information below for TCA representative who will sign the bi-weekly timesheet.

Note: A/P is primary contact to receive vendor invoices to pay MunTemp invoices when accompanied by signed timesheet.

Name:
 Title:
 Email:

Name:
 Title:
 Email:

Authorized Signature: _____

Date _____

ATTACHMENT "C"



Municipal Staffing Agreement

GOVERNMENT STAFFING SERVICES, INC., dba **MuniTemps Staffing**, serving all municipalities in California from its principal office at 14241 E. Firestone Blvd, Suite 400, La Mirada, CA 90638, **MAILING ADDRESS: PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **City of Huntington Park**, with its principal municipal office located at **6550 Miles Avenue, Huntington Park, CA 90255** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "AGREEMENT").

Preamble

The execution of this Agreement does not, in and of itself, obligate the CITY to anything, unless and until after the CITY hires candidates or employees of STAFFING FIRM. The attached Exhibits are a part of this AGREEMENT and their purpose is explained below:

1. **Exhibit A (Interim): Quotes the hourly bill rate "range"** for the specific temporary position(s) requested by the CITY. Exhibit A (Interim) includes the CITY's promise not to "back door hire" any candidates presented by STAFFING FIRM.
2. **Exhibit A (Final): Approves "exact" hourly bill rate for Assigned Employee** selected by CITY. Exhibit A (Final) also includes the start date, work schedule, and expected length of assignment, which can be terminated at any time by the CITY.
3. **Exhibit B (Timesheet): Filled out by Assigned Employee(s)** showing the hours worked each day during the previous two weeks, and presented for approval to the CITY for biweekly payroll processing and billing by STAFFING FIRM.
4. **Exhibit C (Telecommuting Agreement): Prepared, "if applicable"**, for any Assigned Employees which CITY requests and approves to perform work remotely.
5. **Exhibit D (Position Titles & Bill Rates): Lists all temporary employee positions** available for hire from STAFFING FIRM and their hourly bill rate ranges.

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM is an independent contracting firm with its own employees and will:
 - a. Recruit, screen, interview, and assign its own employees ("Assigned Employees") to perform the type of work at the hourly bill rates described in **Exhibit A (Final)**, with all work performed under CITY's supervision at the locations specified on **Exhibit A (Final)**;
 - b. Pay Assigned Employees' wages every two weeks upon receipt of Employee Timesheet (see **Exhibit B**) as signed by CITY, and provide said Assigned Employee with the benefits that STAFFING FIRM offers to its temporary workforce;
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

CITY's Duties and Responsibilities

2. CITY will:
 - a. Properly supervise Assigned Employees working remotely, or on-site at CITY offices, and be responsible for its municipal operations, systems, services, and intellectual

property. Any Assigned Employees requested by the CITY to work remotely requires written approval as described in **Exhibit C**.

- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employee(s) to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express advance written approval; and
- e. Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits without the advance written approval of STAFFING FIRM.
- f. CITY shall approve Assigned Employee's biweekly timesheet by **10am Monday** for payroll and billing of hours worked during the previous two-week pay period. *If Monday is a holiday, the timesheet would need to be approved on Friday at 10pm.*

Payment Terms, Bill Rates, and Delinquent Invoice Charges

- 3. CITY authorizes its Accounts Payable staff to pay STAFFING FIRM invoices every two weeks ***due within 45 days when supported by an approved bi-weekly timesheet*** or email certification of hours worked, signed by authorized CITY staff, at the hourly bill rates set forth on the **Exhibit A (Final)** attached to this Agreement. STAFFING FIRM shall email invoices to CITY for services provided under this Agreement on a biweekly basis. CITY shall review and approve STAFFING FIRM timesheets as stated in 2.f above to allow Assigned Employees to be paid timely every two weeks. ***CITY agrees to pay a LATE FEE of 10% of the invoice amount if STAFFING FIRM'S invoice is not paid within 90 days of the date of each invoice.***
- 4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to other CITY Departments if so directed by the CITY, however, **CITY shall NOT allow Accounts Payable or any CITY Department to delay payment of STAFFING FIRM invoices when said invoices are supported by a signed bi-weekly timesheet or email certification of hours worked.**
- 5. STAFFING FIRM may assign two classes of Employees to CITY: (1) **Overtime Exempt**, which are employees exempt from overtime pay, and (2) **Overtime Eligible**, which must be paid overtime and or double time pay, depending on the work schedule STAFFING FIRM employee is assigned to work at the CITY. The Bi-Weekly invoice for exempt employee bills all hours at a flat rate as approved in the attached **Exhibit "A" (Final)**. The Bi-Weekly invoice for non-exempt employees is billed at an hourly rate as shown in the attached **Exhibit "A" (Final)**. The hourly bill rate for non-exempt employees will be **billed at premium bill rates only if CITY directs Assigned Employees to work "outside" the work schedule approved in advance and in writing by CITY and STAFFING FIRM**, which would trigger the overtime or double time hours at the premium bill rates approved by CITY in advance in the attached **Exhibit "A" (Final)**.

Confidential Information

6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated organizations and their CITYs. Both parties agree to hold such information in strict confidence and not to share such information with third parties, or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

7. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

8. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
9. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
11. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
12. The provisions in paragraphs 8 through 12 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

13. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 8 - 12 shall remain effective for 180 days after termination of this Agreement.
14. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

15. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
16. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
17. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
18. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
19. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.
20. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
21. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
22. The provisions of this Agreement shall be entered into according to the laws of the State of California.

Term of Agreement

23. This Agreement shall remain valid until terminated by either party upon **30 days'** notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

| | |
|--------------------------------|---|
| CITY OF HUNTINGTON PARK | GOVERNMENT STAFFING SERVICES, INC. |
| _____ Signature | _____ Signature |
| _____ Printed Name | _____ John Herrera |
| _____ Title | _____ President / CEO |
| _____ Date | _____ 11/23/2022 |

ATTACHMENT "D"

**Proposal to the City of Huntington Park
for Professional Services**

BY:



**CLEARSTIGHT
GLOBAL**

September 14, 2022

ClearSight Global Solutions, LLC
990 South Purdue Circle
Anaheim, California 92807
(714) 875-1875



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3. **Proposed Initial Scope of Work 4**

4. **Fee Schedule 4**

5. **Key Project Personnel Résumés 4**

1. Cover Letter

September 14, 2022

Mr. Ricardo Reyes
City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255

Dear Mr. Reyes:

Thank you for considering ClearSight Global Solutions, LLC (ClearSight Global) for your professional services. ClearSight Global is a Southern California-based, full-service, management consulting firm comprised of exceptionally qualified former and current municipal executives and policymakers, covering all facets of local government administration and operations. Our specific areas of expertise include: executive city management; command-level emergency management and law enforcement; collaborative governance, including external stakeholder involvement, guidance, and appointed citizen committee oversight; municipal ballot measures and tax initiatives; public-private partnerships, outsourcing, and privatization; intergovernmental relations; human resources management, including the civil service system, compensation/benefits, and collective bargaining; information technology and communications; budget and finance, including unfunded liability analyses; public works and capital projects; economic and community development; parks, recreation, and library services; and, secondary and higher education.

ClearSight Global's primary mission is to leverage the vast academic and professional backgrounds of its principals in virtually every area of municipal governance to assist its municipal clients in meeting their varying organizational goals and objectives. Using highly effective strategic approaches to problem solving, we offer our clients a customizable array of consulting services.

It appears from our brief discussions that Huntington Park needs at the very least public finance, information technology, and human resources-based professional services. As municipal governments continue to deal with the rapidly changing social, technological, and economic landscape of today and plan for tomorrow, it is imperative that the delivery of efficient and effective core public services to constituents, businesses, and other important community stakeholders remain a mission-critical priority. ClearSight Global would be proud to partner with the City of Huntington Park to help meet these objectives.

Sincerely,



Dr. Michael D. Falkow, PMP
Managing Director
ClearSight Global Solutions, LLC
Michael@Falkow.com
(714) 875-1875

2. Firm Qualifications

ClearSight Global's unique combination of experts, which include a former city management executive (assistant city manager) who serves as an adjunct university faculty member, project management professional, and computer scientist, and a former command-level law enforcement executive, homeland security expert, and current private-sector senior manager in the utility industry. The principals, together with other highly capable professionals, cover virtually every aspect of municipal governance; collectively, the principals alone possess more than 65 years of progressive private sector and local government expertise.

As experts in the field of municipal governance, ClearSight Global can easily assist the City of Huntington Park.

3. Proposed Initial Scope of Work

After meeting with you and any other employees or consultants currently on staff or working for the City of Huntington Park, ClearSight Global will create and provide a comprehensive strategic plan for addressing the primary issues in the finance department, which includes information technology, and the human resources department that considers prioritization as dictated by you.

Once the strategic plan is approved by you, we will produce a detailed proposal that provides a project plan with activities, tasks, work breakdown structures, and necessary resources to accomplish each task.

4. Fee Schedule

Given the extensive experience that the principals of ClearSight Global possess working in and for municipal governments, our approach is perhaps unlike others in the industry. As an integrated partner with the City of Huntington Park, we strongly believe that the most successful relationships begin with a highly effective strategic plan. We intimately understand the structure and processes inherent to the functioning of local governments.

We are flexible as far as our ability to be onsite, and we can commit at least 20 hours per week to this engagement. Our billing rate is a \$225 per hour, but for this engagement, we would propose a reduced rate of \$200 per hour.

5. Key Project Personnel Résumés

Attached are the résumés of the key project personnel. The primary person assigned to this proposed engagement is managing director, Dr. Michael D. Falkow, PMP.

Dr. Michael D. Falkow, PMP

Dr. Michael D. Falkow is a passionate and highly effective cross-functional leader who can easily traverse multiple subject matter domains, including municipal government operations, finance, human resources, and information technology and communications. With more than 30 years of experience in the public, private, and non-profit sectors, he spent the first half of his career as a hands-on computer scientist performing software and systems engineering, project management, sales engineering, and corporate business development across various private sector areas, including mortgage lending, finance, insurance, healthcare, the legal field, and government.

Dr. Falkow spent the second half of his career working in municipal government, serving in executive-level positions in municipal administration. He also has more than 10 years of collegiate teaching experience.

Dr. Falkow retired from the City of Inglewood at the end of 2018 after more than 15 years of service. He spent 11 years as the Assistant City Manager where he oversaw human resources, parks, recreation, and library services, information technology and communications (ITC), parking and enterprise services, the Successor Agency (formerly the Inglewood Redevelopment Agency), and the budget division of the finance department. Dr. Falkow also served as the Deputy Director of Emergency Services where he was responsible for the non-public safety aspects of emergency preparedness & disaster planning, including management of the Los Angeles County Fire Department contract for citywide fire and paramedic services. He also served as the Advisor to the Inglewood Citizen Police Oversight Commission. Prior to becoming the Assistant City Manager, Dr. Falkow served as the city's ITC Director.

Dr. Falkow also served as a Reserve Police Officer for the City of Inglewood for over 3 years and has experience in emergency response as a terrorism liaison officer and community emergency response team trainer.

Dr. Falkow holds a Doctorate in Policy, Planning and Development from the University of Southern California Sol Price School of Public Policy, a Master of Arts in Security Studies (Homeland Defense and Security) from the United States Naval Postgraduate School Center for Homeland Defense and Security, a Master of Science in Computer Science from California State University, Fullerton, and a Bachelor of Science in Computer Science with a minor in Mathematics also from California State University, Fullerton. He holds an active Project Management Professional (PMP®) certification from the Project Management Institute since 2004.

Dr. Falkow has more than 10 years of collegiate teaching experience where he has developed and delivered both undergraduate- and graduate-level curriculum across multiple disciplines including computer science, project management and systems implementation, political science and criminal justice, human resources management, and professional ethics.

Education

Doctor of Policy, Planning, and Development, University of Southern California (USC)

Master of Arts, Security Studies, Homeland Defense and Security, U.S. Naval Postgraduate School

Master of Science, Computer Science, California State University, Fullerton

Bachelor of Science, Computer Science with a minor in Mathematics, California State University, Fullerton

CERTIFICATIONS/ TRAINING

Project Management Professional (PMP®), Project Management Institute

Adult Mental Health First Aid USA, National Council for Behavioral Health

CALPELRA Labor Relations Master Certification (CLRM), California Public Employers Labor Relations Association

Reserve Academy, Level III, Los Angeles Police Department

Terrorism Liaison Officer (TLO) Certification

National Incident Management Systems (NIMS) and Federal Emergency Management Association (FEMA) Training Courses.

Public Administration, Local Governance, and Municipal/Personal Finance

- Unfunded Liabilities (e.g., CalPERS, Retiree Medical, etc.)
- Deferred Compensation Plans (e.g., 401a, 401k, 457, and RHS Plans)
- Formerly Securities Licensed: Series 6, Series 63, and Series 26
- Grant Funding, Budgeting, Debt Financing, and Cost-Benefit Analyses
- Financial Analyses and Policy Implementation
- Revenue and Expenditure Analyses

Municipal Human Resources

- Labor Relations/Collective Bargaining/Conflict Resolution
- California Public Employee Retirement System (CalPERS)
- Public Employee Pension Reform Act (PEPRA) of 2013
- Civil Service Rules, Structure, and Implementation
- Employee Benefits Administration
- Employee Performance Evaluations
- Employee Discipline and Grievance Procedures

Emergency Preparedness and Disaster Planning

Homeland Security and Defense

Software Engineering, Information Technology, and Project Management

Public Private Partnerships (P3), Privatization, and Outsourcing

Collegiate Teaching Experience

(California State University, Fullerton and University of Phoenix)

- Professional Ethics for Software Engineers (CSUF)
- Human Resources Management (CSUF)
- Public Administration and Criminal Justice (CSUF)
- Programming in C++ (CSUF)
- Project Management and Systems Implementation (Univ. of Phoenix)

Notable Accomplishments

- Dr. Falkow was responsible for the successful migration of Inglewood's primary mainframe to a Windows-based platform with commercial-off-the shelf applications, including the Inglewood Police Department's computer-aided dispatch and records management systems.
- Dr. Falkow was a key player in the acquisition of the NFL stadium (the Rams and Chargers) by completing the safety and security assessment.
- Dr. Falkow help prevent the city's insolvency by designing and implementing a solution to the city's devastating unfunded liability created by lifetime medical benefits for retirees.
- Dr. Falkow was instrumental in the design and build of the city's \$28 million senior center and enactment of the city's utility user tax.

Dr. James D. Madia

Dr. James D. Madia is a senior level security & risk management professional with 35 years of experience in the emergency response arena. He currently serves as a manager of business operations, infrastructure security, and regulatory compliance at a major electric utility, and as an independent consultant to government and business.

Dr. Madia retired from the Inglewood Police Department in 2014 at the rank of Captain, serving as a command staff executive. During his 29-year law enforcement career, he served in executive and senior management roles directing the Emergency Response Team, Special Operations Division, Scientific Services, Media Relations, and the Hostage Negotiations Team. Dr. Madia is a subject-matter expert in homeland security, including critical incident response, infrastructure protection, and emergency management.

Dr. Madia holds a Doctorate in Policy, Planning & Development from the University of Southern California Sol Price School of Public Policy and a Master of Arts in Security Studies (Homeland Security and Defense) from the United States Naval Postgraduate School Center for Homeland Defense and Security. He holds executive certificates from the California Institute of Technology and the National Counter-Terrorism Academy.

Dr. Madia is fluent in cross-functional leadership and highly experienced in Emergency Response, Security Management & Operations, Public Information/Media Relations, Crisis Communications, Crisis Negotiations, Forensic and Scientific Investigations, and Organizational Management. He has presented at multiple seminars, conferences, and universities.

In 2012, Dr. Madia (then Lieutenant Madia) served as the incident commander and planner for the moving of the Space Shuttle Endeavour through the streets of Inglewood to its final destination at the California Science Center. He has managed emergency operations centers in the public and private sectors, coordinating dozens of emergency response efforts and large-scale events.

He coordinated the creation of numerous emergency operations, hazard mitigation, and disaster recovery plans for government and private industry. Dr. Madia is also a certified incident command systems trainer and has built curriculum and delivered a variety of workshops and classroom instruction.

Education

Doctor of Policy, Planning, and Development, University of Southern California (USC)

Master of Arts, Security Studies, Homeland Security and Defense, U.S. Naval Postgraduate School

Bachelor of Science, Criminal Justice Management, Union Institute & University

REGISTRATIONS/ CERTIFICATIONS

Project Management Program, California Institute of Technology (CalTech)

Executive Certificate, Counter Terrorism & Homeland Security, University of Southern California (USC)

Executive Certificate, Counter Terrorism, National Counter-Terrorism Academy / Manhattan Institute

Incident Command Systems Instructor Certificate [L449], Texas A&M University

Incident Command Systems Instructor Certificate [ICS 300/400], American Homeland Solutions

Critical Incident Response for Supervisors and Managers, D-Prep

Responding to Terrorism and CBRNE Incidents, Texas A&M University

Counter Terrorism / Weapons of Mass Destruction, Louisiana State University

Advanced Forensic Science, California State University, Long Beach

Utility and Critical Infrastructure Protection accomplishments:

- Developed and designed strategic plans, tactical objectives, and operational policies
- Resource planning, budgeting, and risk management
- Managed security and vulnerability assessment programs
- Emergency Operations Center (EOC) and field deployment during emergency response activations
- Designed, developed, and conducted table-top, functional, and full-scale emergency management exercises
- Developed and delivered emergency response training and case studies
- Managed the EOCs, Mobile Command Centers & Incident Management Teams
- Project manager for EOC construction and renovation
- Developed emergency communications plans and procedures

Government / Law Enforcement accomplishments:

- Provided strategic advice and counsel to Chief of Police, command staff, and City Council on local government issues
- Served on regional advisory panel through the South Bay Commander's Association
- Analyzed legislation, public policies, and executive orders that impacted police department and city government operations
- Served as the city director of media relations: coordinated public relations programmatic efforts, drafted press releases, and conducted press conferences and on-camera interviews
- Developed and implemented the City of Inglewood Multi-Hazard Mitigation Plan
- Developed strategic plan for critical infrastructure protection of key sites in the City of Inglewood, including the water distribution utility
- Served as the City's homeland security and emergency preparedness coordinator
- Served as the City's coordinator for response to large events, civil protests, labor disputes, and events with a potential for terrorist activity
- Served as the manager for the Forensic & Scientific Services Section and developed the police department's revised procedures for conducting forensic and scientific investigations at homicide and officer-involved shooting scenes

ITEM NO. 13



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

December 6, 2022

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 PROFESSIONAL SERVICE AGREEMENT (PSA) TO PROVIDE ENVIRONMENTAL AND GEOTECHNICAL SERVICES IN SUPPORT OF THE EQUITABLE COMMUNITY REVITALIZATION GRANT (ECRG) PROGRAM FOR THE COMMUNITY WIDE ASSESMENT (CWA) COMPONENT.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve a Professional Service Agreement (PSA) with Geosyntec Consultants, Inc. (Geosyntec) to provide environmental and geotechnical services in support of the Equitable Community Revitalization Grant (ECRG) Program for the Community Wide Assessment (CWA) component; and
2. Appropriate the amount of \$290,000 from the ECRG-CWA Grant approved by the California Environmental Protection Agency's Department of Substance Control's Office of Brownfields (DTSC), and up to \$290,000 is to be reimbursed to the City by the DTSC; and
3. Authorize the City Manager to execute the Professional Service Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval will initiate tasks associated with the Community Wide Assessment component of the ECRG Grant Program that include community engagement throughout the CWA process, and the preparation of environmental reports for each of the following four (4) City parks: Salt Lake Park, Raul J. Perez Park, Freedom Park, and Robert Keller Park. The reports will help determine the level of future environmental investigations and clean-ups necessary for the planned re-uses within the four City parks.

**CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICE AGREEMENT
TO PROVIDE ENVIRONMENTAL AND GEOTECHNICAL SERVICES IN SUPPORT
OF THE EQUITABLE COMMUNITY REVITALIZATION GRANT PROGRAM**

December 6, 2022

Page 2 of 2

FISCAL IMPACT/FINANCING

Geosyntec will conduct and provide services in their proposal and in collaboration with City staff. Recommendations include payment for this service from the ECRG Grant provided by the DTSC. Staff recommends approval of Geosyntec's PSA for not-to-exceed in the amount of \$290,000.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Community Development Director

ATTACHMENT(S)

- A. Geosyntec Consultants, Inc., Professional Service Agreement
- B. ECRG 2021-00764 Award Letter and Agreement

ATTACHMENT "A"

November 14, 2022

Mr. Luis Rodriguez
Planning Manager
City of Huntington Park
Community Development
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Proposal for Environmental and Geotechnical Services
Bid Number: RFP-CDD-2022-0003

Dear Mr. Rodriguez:

Geosyntec Consultants, Inc. (Geosyntec) is pleased to submit this proposal to the City of Huntington Park (City) in response to Request for Proposals (RFP) for Professional Services for Environmental and Geotechnical Services.

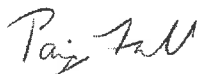
Geosyntec is well-qualified to provide the City with exemplary environmental and geotechnical services in support of the Equitable Community Revitalization Grant (ECRG) program. We have extensive environmental and geotechnical experience on public works projects in Southern California, including significant experience with the regulatory agencies and issues associated with infrastructure development at closed landfill and brownfield sites.

Geosyntec will manage this project from our Long Beach, California office, with Ms. Paige Farrell as the Project Manager. Additionally, as discussed in our proposal, Ms. Farrell is supported by a highly qualified team of Geosyntec engineers and geologists based in Southern California. The key differentiator for Geosyntec is that we provide not only expertise with environmental and geotechnical services, but we have significant experience with infrastructure development at landfill and brownfield sites in Southern California, including development of recreational parks, athletic fields, structures, and methane gas mitigation systems over and adjacent to landfills.

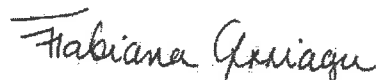
We appreciate the opportunity to further serve the City of Huntington Park. Should you have any questions or need additional information, please do not hesitate to contact the undersigned.

We have read, understood, and agreed to all statements in this request for proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced.

Sincerely,



Paige Farrell
Project Scientist
Ph: 417-619-5920



Fabiana Arriaga, Ph.D., P.E.^(CA)
Senior Engineer
Ph: 858.716.2891

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1. CONSULTANT BACKGROUND

Geosyntec Consultants, Inc. (Geosyntec) is a multi-disciplinary engineering consulting firm offering a wide range of high-quality professional services to public sector and private clients. Geosyntec was founded in 1983 with a focus on bringing value to our clients through technical innovation and exceptional project execution. Geosyntec will apply this same standard to the environmental and geotechnical services required by the City of Huntington Park (City).

The specialists and experts of Geosyntec's Team provide the knowledge and experience necessary to support the City through the Equitable Community Revitalization Grant (ECRG) program from Community-Wide Assessment, to Site-Specific Environmental Investigation, and Cleanups. Geosyntec is expertly suited to provide responsive multi-disciplinary consulting services to the City based on our expertise in environmental and geotechnical evaluation of brownfield and landfill sites, knowledge of applicable regulatory compliance requirements, and excellent regulatory relationships. Geosyntec has assembled a team of highly qualified personnel focused on the City's needs and anticipated services.

Our local staff, led by senior team members with an average of over 10 years of employment with Geosyntec, are firmly committed to supporting the City in its goal to utilize available ECRG funding to identify and address environmental concerns, gather community feedback and set a new path for land use at the four subject sites that will have immediate and lasting benefits. Geosyntec will work with the City to fulfill these goals.

Geosyntec has a track-record of implementing site assessment, geotechnical, and remediation projects on-time and within-budget. Geosyntec has eight Southern California offices that support a variety of engineering consulting services and five offices within 40 miles of Huntington Park. Should additional staff be required, our Project Team is supported by over 1,400 professionals nationwide, including experts in each requested discipline. At the center of Geosyntec's investigation and remediation practice is a collaborative group of nationally recognized engineers and scientists dedicated to achieving cost-effective, risk-based, sustainable solutions for contaminated sites. Their practice specialties represent a diverse array of disciplines, including geology, hydrogeology, environmental/civil/specialty engineering, geochemistry, human health and ecological risk assessment, statistics, construction management, and more. These practitioners are at the forefront of technology development and implementation, as well as regulatory compliance/advocacy that promote Geosyntec as leaders in the environmental and geotechnical services industry.

More than 75% of our technical staff hold advanced degrees in engineering, science, or business management, and some hold adjunct faculty positions at top institutions around North America. We have decades of experience in collaborative, applied research where we have partnered with prestigious academic institutions including several academic researchers and departments to advance the state of science and engineering employed in our industry. We combine collegiality, life-long learning, integrity, and cutting-edge technical excellence to solve our clients' most pressing challenges.

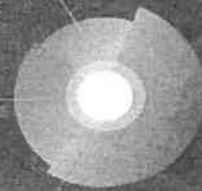
17%

DOCTORATE DEGREE

30%

BACHELOR'S DEGREE

53%



RELEVANT PRACTICE AREAS

A key differentiator for Geosyntec is that we have decades of experience with the practical and regulatory requirements for redevelopment of brownfields and closed landfills. Geosyntec's diversity in practice areas and experienced practitioners allows us to offer the City an unparalleled level of expertise and service all within a single consulting firm.

ENVIRONMENTAL SERVICES

Using a multidisciplinary approach, Geosyntec brings together nationally recognized, in-house specialists in engineering, ecology and biological sciences, risk assessment and applied toxicology, and earth sciences to address the complex issues associated with contaminated media.

Our contaminated site practitioners guide our clients through all aspects of environmental site evaluation, from initial historical research all the way through successful site cleanup. We can address numerous types of media, including contaminated soils, waste materials, landfill and other volatile gases, and groundwater amongst other media.

GEOTECHNICAL SERVICES

Geosyntec provides nationally recognized expertise and specialized geotechnical and geological engineering (geoengineering) services to evaluate and improve the design and construction characteristics and engineering properties of varying foundation conditions, including waste, soft soils, and other low strength materials. Our geoengineering specialists also have significant experience with methane mitigation system design, permitting, and construction, particularly in Southern California, including assisting two Southern California Cities with developing guidelines and regulations for developing in areas affected by methane gases. They are recognized for their ability to develop practical guidance, efficient designs conducive to aggressive construction schedules commonly imposed by project economics, and knowledge of regulations and regulatory agencies to facilitate permitting and approvals of challenging projects.

Our geoengineering professionals have responded to the challenges of increasingly unfavorable site conditions by developing and applying sophisticated approaches to investigate and characterize sites; analyzing foundation behavior; altering the engineering characteristics of the subsurface materials at a specific site through varying engineering methodologies to improve subsurface material strengths to support development features; and environmentally remediating sites. We implement these approaches so foundations and other subsurface structures can be constructed safely, adequately support the built environment, and withstand potential geohazards.

LANDFILL REGULATORY COMPLIANCE

We are experienced in permitting, design, and construction, closure and post-closure operation of landfills including historical municipal solid waste (MSW) landfills such as Huntington Park City Dump, and landfill gas collection, monitoring and mitigation systems. Our waste containment practice specializes in addressing the most complex and challenging projects through our innovative technologies and designs while achieving regulatory compliance.

DUE DILIGENCE SERVICES

Geosyntec provides various due diligence services in the management, planning, implementation, data analysis, and reporting phases of environmental assessments including ASTM-compliant Phase I Environmental Site Assessments (ESAs), subsurface soil and groundwater investigations, and Brownfields redevelopment projects. Clients are in both the public and private sectors, and past, current, and proposed land uses have included undeveloped/forested, agricultural, residential, commercial/retail, heavy industrial, and military/defense.

SUBCONSULTANT BACKGROUND

Geosyntec has identified the following subconsultants as highly qualified firms for providing supporting services related to laboratory testing and field investigation that may become necessary during the performance of the work.

LABORATORY ENVIRONMENTAL TESTING



Eurofins Environmental Testing South West, doing business as Eurofins Calscience (Eurofins) was founded in 1986 and located in Orange County

California and is the largest full-service laboratory on the West Coast offering a comprehensive portfolio of analytical methods for the testing of air, wastewater, groundwater, sea water, sediment, soil, and tissue. Eurofins Calscience offers a full range of analytical methods and data deliverable products to meet the requirements of numerous environmental regulatory programs.

FIELD ENVIRONMENTAL TESTING



Jones Environmental Inc. (Jones) is a family-owned testing laboratory based in California. Jones' mobile and stationary labs are California State certified and have been serving the needs of the environmental field since 1991. Jones excels at providing real-time field results for air/soil gas, soil, and water analyses. Jones's professional expertise and personal service provide their clients with confident, trustworthy analytical results.

DRILLING



Gregg Drilling (Gregg) has been conducting environmental and geotechnical site investigations for over 30 years. Drilling methods have been used to determine ground conditions, underlying geology and hydrology and the existence of contamination in the soil or groundwater. They employ a wide range of drilling and sampling techniques and tools to provide data for engineering and design. Over the years, Gregg has consistently produced accurate undisturbed soil and groundwater samples and efficiently constructed wells for monitoring and remediation. In addition, they have always striven to leave as little impact at a site as possible and make it a requirement to always restore a site to its original condition prior to terminating drilling operations.

GEOTECHNICAL TESTING



Leighton's geotechnical and materials testing laboratories are reviewed/licensed by the American Association of State Highway and Transportation Officials (AASHTO), the California Division of the State Architect (DSA), Caltrans, City of Los Angeles Department of Building and Safety, and others. Leighton also participate in the Cement and Concrete reference laboratory (CCRL or "resource") ongoing

quality review. Leighton has three fully-staffed and fully-equipped geotechnical and materials testing laboratories located across southern California, which share resources to manage peak demands.

GEOPHYSICAL INVESTIGATION



Spectrum Geophysics (Spectrum), founded in 1985, provides cost-effective geophysical solutions to environmental and engineering problems.

Spectrum Geophysics employs state-of-the-art utility-locating and geophysical methods in complex settings. Spectrum Geophysics' professional staff, led by Professional Geophysicist Laura Cathcart-Dodge and Rebecca Ullett, have extensive experience in the coordination and management of a variety of geophysical surveys including underground storage tanks (UST) and oil well searches, limits of waste materials, depth to bedrock, rippability surveys, utility location, magnetics, high sensitivity metal detection, resistivity, conductivity, seismic refraction, REMI, and downhole geophysics.

PUBLIC ENGAGEMENT



Communities for a Better Environment (CBE) is one of the preeminent environmental justice organizations in the nation. The mission of CBE is to build people's power in California's communities of color and low income communities to achieve environmental health and justice by preventing and reducing pollution and building green, healthy and sustainable communities and environments. CBE provides residents with the tools to successfully confront threats to their health and well-being.

In addition to the above subconsultants, Geosyntec maintains a robust supplier portal with a host of qualified subconsultants on the basis of their expertise and track record. If additional supporting services not currently anticipated become important to achieving project goals, Geosyntec can provide additional recommendations to identify the highest value subconsultants for a given work task.

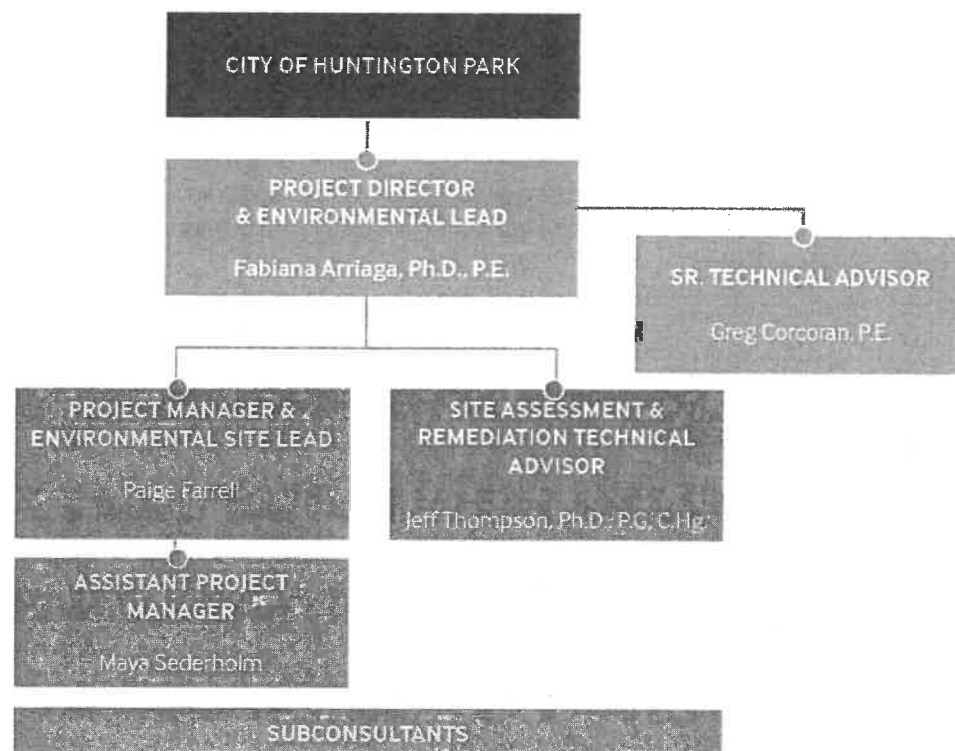
2. QUALIFICATIONS & EXPERIENCE OF PERSONNEL

Geosyntec has assembled an exemplary team of professionals qualified to provide exceptional environmental and geotechnical services to the City. Our proposed team is based in Southern California so that we can leverage our local experience with Geosyntec's national expertise to achieve the project goals.

Geosyntec's Project Manager, Ms. Paige Farrell, will be the primary point-of-contact for the City for all work tasks associated with this proposal and is anticipated to personally provide significant technical services to the City associated with regulatory coordination, environmental investigation, and site characterization.

Supporting Ms. Farrell is an experienced team of Geosyntec practitioners in geotechnical engineering, landfill permitting, landfill gas characterization and monitoring, and methane testing and mitigation amongst other specialties. The qualifications of each team member are summarized briefly below with personnel resumes provided in the next section.

ORGANIZATION CHART



FABIANA ARRIAGA, PH.D., P.E.

ROLE: PROJECT DIRECTOR & ENVIRONMENTAL LEAD | **OFFICE LOCATION:** SAN DIEGO



Dr. Fabiana Arriaga has over 15 years of academic and professional experience in the field of geotechnical engineering including design, permitting and construction quality assurance (CQA) of waste containment facilities, landfill gas collection and control systems and gas mitigation systems for projects ranging from public schools, private academic and cultural developments, commercial and residential developments to municipal and hazardous waste landfills in southern California. Dr. Arriaga is anticipated to provide expertise and leadership of tasks related to the assessment and/or mitigation of landfill gases.

PAIGE FARRELL

ROLE: PROJECT MANAGER & ENVIRONMENTAL SITE LEAD | **OFFICE LOCATION:** LONG BEACH



Ms. Paige Farrell is a Project Scientist with almost eight years of experience environmental site assessments. Her expertise includes completing and managing complex Phase I and II ESAs. Ms. Farrell focuses on oversight of ESAs in the Los Angeles area including site characterization through various methods and media, including soil vapor, groundwater, and soil sampling. Ms. Farrell's expertise includes assessment of analytical data and findings to determine potential risks for future occupancy. Ms. Farrell has direct experience working with Los Angeles County agencies, DTSC, and numerous other regulatory agencies. Ms. Farrell is anticipated to serve as the overall Project Manager and to act as the City's primary point of contact. In addition, Ms. Farrell is anticipated to be the technical lead and task manager for work associated with environmental investigation and site assessment.

MAYA SEDERHOLM

ROLE: ASSISTANT PROJECT MANAGER | **OFFICE LOCATION:** SAN DIEGO



Ms. Maya Sederholm is an environmental scientist with over six years of industry experience in site assessment and remediation consulting. She has performed Phase I ESAs on hundreds of properties throughout the United States that have involved a variety of property types and proposed usages. These have led to Phase II site assessments, hazmat surveys, remediation, and other services. Ms. Sederholm's responsibilities have included: preparation of budgets and proposals; coordination of work; oversight of geophysical surveys, drilling, and excavations; sampling of soil, soil vapor, indoor air, and groundwater; design and OM&M of remediation systems; analysis of results; and preparation of technical reports and presentations.

JEFF THOMPSON, PH.D., P.G., C.H.G.

ROLE: SITE ASSESSMENT & REMEDIATION TECHNICAL ADVISOR | **OFFICE LOCATION:** LONG BEACH



Dr. Thompson is a Principal Scientist based in California with more than seven years of experience applying computational methods to site characterization and remediation. He has served his clients in capacities ranging from technical expert to senior project manager. Dr. Thompson has worked directly with client environmental managers to develop investigation and remediation strategies at complex cleanup sites, including those under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), and

California Title 22 regulations. Beyond providing innovative and cost efficient solutions to environmental challenges, the cornerstone of Dr. Thompson's site management approach is to build trust-based partnerships between his clients, regulators, and other project stakeholders.

GREG CORCORAN, P.E.

ROLE: SENIOR TECHNICAL ADVISOR | **OFFICE LOCATION:** SAN DIEGO



Mr. Greg Corcoran, P.E., Senior Principal Civil Engineer based in California, focuses on the design, construction, and operation of engineered systems for waste containment and site development at locations impacted by the presence of contaminants. Specializing in the design and construction of vapor and methane mitigation systems for development of impacted sites for more than 24 years, Mr. Corcoran has been involved with the design and/ or construction of more than 100 structures at contaminant-impacted

sites around the world. He continues to advance the state-of-the-practice by developing systems that allow the construction of commercial space on top of closed landfills and other impacted sites and is the co-developer of a patented system designed to prevent migration of subsurface gases into buildings. Mr. Corcoran has direct experience working with Los Angeles County LEA, CalRecycle, and numerous other regulatory agencies.

RELEVANT EXPERIENCE

The Geosyntec team has experience providing professional services on a wide range of project sizes and scopes ranging from small, singular task orders to multi-year remediation projects. Our team has worked on various projects with similar scope and magnitude. For each of work scopes described in the proposal objectives, Geosyntec anticipates providing the primary professional services to the City. Geosyntec has worked with each of the subconsultants identified and anticipates incorporating their services in support of field sampling and laboratory analysis for specific proposal objectives as identified in the experience matrix below.

| | Fabiana Arriaga | Paige Farrell | Maya Sederholm | Jeff Thompson | Greg Corcoran | Eurofins (Sub) | Jones (Sub) | Gregg (Sub) | Leighton (Sub) | Spectrum (Sub) |
|-------------------------------------|-----------------|---------------|----------------|---------------|---------------|----------------|-------------|-------------|----------------|----------------|
| Site Evaluation | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ |
| Site Improvement Evaluation | | | | | ◆ | | | | | |
| Geotechnical Plan Preparation | ◆ | | | | ◆ | | | | | |
| Contamination Evaluation | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | | |
| Remediation Plan Development | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | ◆ |
| Health & Safety Plan Preparation | ◆ | ◆ | ◆ | ◆ | ◆ | | | | | |

3. PROJECT APPROACH

PROJECT OBJECTIVE

Our understanding is that the City's overarching goal is to fulfill the Community Wide Assessment (CWA), Site-Specific Environmental Investigation, and Cleanup objectives as outlined by the Department of Toxic Substances Control (DTSC) for the Equitable Community Revitalization Grant (ECRG). The budget outlined in Section 7 below is representative of the work to be completed during the CWA (Phase One) of the work. The Site-Specific Environmental Investigation (Phase Two) and the Cleanup (Phase Three) budget will be provided under a separate proposal; however, a general scope of work for each Phase is provided below.

The CWA for Huntington Park is expected to include as assessment of the environmental conditions at four parks in the City of Huntington Park during the CWA phase. These parks include Salt Lake Park, Freedom Park, Robert Keller Park, and Raul Perez Park. Specific to the work described in this RFP, the project objective is to obtain information about the environmental conditions at the four parks to fulfill the grant awarded to the City of Huntington Park under the DTSC's ECRG which serves to cleanup and reuse contaminated properties. Specifically, the scope of work includes the completion of a Phase I Environmental Site Assessment (ESA), public engagement, and a workplan for Phase II ESA to be completed for each park.

The following phase of work, the Site-Specific Environmental Investigation, will consist of the implementation of the Phase II ESA, completion of a Phase II ESA Report, Human Health Risk Assessments, Pilot Tests, and preparation of a cleanup plan.

The final phase of work includes implementation of the cleanup plan under regulatory oversight and approval. Public engagement will take place during all three phases.

PROJECT UNDERSTANDING & APPROACH

Geosyntec understands the DTSC granted the City of Huntington Park an ECRG in 2022 that will be implemented over a two-year period. Each park within the City is unique and will be handled as such.



Geosyntec's field team performing a Phase II site assessment at the future aquatic center site, Salt Lake Park, Huntington Park, CA

Geosyntec's proposed approach is to engage the public for suggestions and input on the use of the parks for Brownfield Priorities and Planning Reuse. This is planned to start prior to the end of the 2022 calendar year. In the first half of 2023, Geosyntec will coordinate with DTSC to complete Phase I and II ESAs at all four parks conduct study sessions with City officials. As part of this project, Geosyntec will prepare health risk assessments, environmental justice, and

community wide assessment reports during the second half of 2023. The final portion of the work will include presenting and communicating the findings to elected officials, the community, and stakeholders. Geosyntec believes that identifying critical path items between the public and project stakeholders and elected officials is an important step towards moving this project forward to its successful completion. Geosyntec's proposed project team has significant experience negotiating with regulatory stakeholders, including the DTSC.

Once the critical path actions have been agreed upon by project stakeholders, Geosyntec anticipates meeting with the City to identify key project milestones and develop a more project-specific schedule capturing the timing of project tasks while accounting for the ECRG's approval process and any applicable date restrictions. After a specific project schedule has been established, Geosyntec is fully prepared to provide the City with the necessary environmental services to see the project to a successful conclusion, including

Community outreach, completion of an all appropriate inquires assessment, geophysical surveys, investigation of all appropriate subsurface media, and communication with appropriate stakeholders.

PROJECT HEALTH & SAFETY

Maintaining the health and safety of project personnel (i.e., employees, subcontractors, and others) is a critical aspect of our services. Our firm has implemented a comprehensive, behavioral-based corporate Health and Safety Program to create a superior safe working environment for our projects. The Geosyntec program focuses on providing a behavioral-based health and safety culture whereby health and safety planning, training, critical thinking, stop-work authority, and individual responsibility is involved in all work activities. Our proactive approach is reflected in the widely used health and safety metric called the Workers Compensation Experience Modification Rating (EMR). Geosyntec's current EMR rating is 0.77, well below the national average of 1.0.

The superior performance of the Geosyntec Health & Safety program supports not only our employees and subcontractors, but also our clients in implementing their own health and safety programs. We also have a formal online health and safety reporting system that requires subconsultants to maintain a favorable record; where a poor health and safety track record results in a subconsultant's exclusion from teaming opportunities.

Geosyntec will prepare a site-specific Health and Safety Plan (HASP) and Task Hazard Assessment (THA) for each park. Geosyntec recognizes that health and safety planning which incorporates site access control is especially important for the City's parks, which are publicly accessible recreational space used by the community.



Fabiana Arriaga, Ph.D., P.E.

**Project Director &
Environmental Lead**



Specialties

Gas Migration Mitigation
Geotechnical Engineering
Waste Containment



Education

Ph.D., Civil Engineering, University
of Colorado at Boulder, Boulder,
Colorado, 2003

M.S., Civil Engineering, University
of Colorado at Boulder, Boulder,
Colorado, 1999

B.S., Civil Engineering, Universidad
Católica Andrés Bello, Caracas,
Venezuela, 1995



Registrations & Certifications

Professional Engineer, State of Arizona,
Certificate Number 64048

Professional Engineer (Civil), State of
California, Certificate Number C90981

RELEVANT PROJECT EXPERIENCE

Carol Kimmelman Sports and Academic Campus, City of Carson, CA. Methane mitigation engineering services for new recreation uses (i.e., sports and academic campus) on former hazardous waste landfill.

Confidential Institutional Development, Los Angeles, CA. Methane mitigation consulting support for confidential proposed institutional development adjacent to closed municipal solid waste landfill in the Los Angeles area.

Sunshine Canyon Landfill, Sylmar, CA. Methane mitigation system design for maintenance structures adjacent to operational municipal solid waste landfill.

Monterey Park Market Place, City of Monterey Park, CA. Methane mitigations system design, permitting and CQA for retail development adjacent to a Superfund site.

Live Oak Development, Irwindale, CA. Methane mitigations system design, permitting and CQA for commercial development adjacent to a closed inert landfill.

Confidential Cultural Development, Los Angeles, CA. Methane mitigation system design, permitting and CQA for confidential cultural development in downtown Los Angeles within the methane zone.

Douglas Park Gas Mitigation System Design Review, Boeing Realty Corporation, Long Beach, CA. Dr. Arriaga provided review of passive vapor barrier system design documents for the Douglas Park Development in Long Beach, California. Geosyntec initially prepared guidance documents related to the installation of passive vapor barriers beneath commercial/industrial buildings at the development. As new development is proposed, Dr. Arriaga reviewed design plans on behalf of Boeing Reality Corporation to confirm general compliance with guidance documents and performed periodic field inspections during construction of the vapor barrier system.

Confidential Institutional Development, Los Angeles, CA. Project Manager for methane mitigation consulting support for a confidential institutional development in the Los Angeles area. The project will be located adjacent to an existing closed municipal solid waste landfill. Project includes preparation of post closure land use plan, methane report, construction documents, and regulatory and construction support.

Television City Studios, Television City Studios, Los Angeles, CA. This project consists of redevelopment of an existing property located within the City of Los Angeles Methane Zone. Dr. Arriaga provided methane mitigation system design for proposed structures, and renovation of select existing structures.



Paige Farrel, M.S.
**Project Manager &
Environmental Site Lead**



Specialties

Due Diligence
Site Investigations
Remediation



Education

M.S., Physical Geography, Emphasis
in Climate Change and Soil Erosion,
University of Idaho, Moscow, ID,
2015

B.S., Geological Sciences, Emphasis
in Hydrogeology, University of
California Santa Barbara, Santa
Barbara, CA, 2011



Registrations & Certifications

8-Hour OSHA HAZWOPER refresher
Air Quality Management District
Fugitive Dust Monitoring
CPR/First Aid/AED
40-Hour OSHA HAZWOPER (29 CFR
1910.120)

RELEVANT PROJECT EXPERIENCE

Environmental Due Diligence

- Conduct Phase I environmental site assessments for numerous properties within California and Arizona, typically at industrial and commercial warehouse spaces with complex environmental issues for a confidential, multinational client.
- Review and critique Phase I ESAs for client delivery for numerous properties within California and Arizona for a confidential, multinational client.
- Based on the findings of Phase I ESAs, design and execute comprehensive Phase II investigations utilizing most drilling methods and sampling techniques.
- Conduct and manage Phase II ESAs generally consisting of collecting sub-slab and soil vapor, groundwater, and soil data, and compare against current and appropriate screening levels (local, State, and Federal) for the purposes of evaluating the potential risk to human health.

Site Characterization & Remediation

- Project manager for a large scale remediation project in Carson, California for an international oil company. The project consists of ongoing groundwater monitoring and remediation pilot testing consisting of natural source zone depletion techniques to remove significant LNAPL from groundwater.
- Conducted a large-scale remediation project in the City of Los Angeles which spanned over multiple years and implemented SCAQMD Rule 1166 and 1466. Responsible for the coordination of environmental work at the site to allow for removal of impacted soils and destruction/ construction of the site to be undertaken concurrently. Project included daily interaction with client, management of budget and scope, and field oversight.
- Lead field geologist on a project investigating subsurface impacts from an operation dry-cleaner in the City of Garden Grove. Project required the use of CPT/MiHPT drilling techniques, installation of multiple soil vapor wells, sub-slab probes, and multiple rounds of indoor air sampling while under the direct supervision of the SARWQCB.
- Lead field geologist on a project investigating subsurface impacts from an operational dry-cleaner in the City of Santa Ana. Project utilized hollow stem drilling and telescoping methodology to install nested groundwater monitoring wells under direct supervision of the local SARWQCB.



Maya Sederholm, M.S.
Assistant Project Manager



Specialties

Due Diligence
Site Investigations
Remediation



Education

M.S., Environmental Science
(Environmental Microbiology),
University of Arizona Department
of Soil, Water and Environmental
Science, 2016

B.S., Environmental Science
(Ecology), University of Arizona
Department of Soil, Water and
Environmental Science, 2014



Registrations & Certifications

8-Hour OSHA HAZWOPER refresher
CPR/First Aid/AED/Lifeguarding

8-Hour OSHA HAZWOPER refresher
Air Quality Management District
Fugitive Dust Monitoring

Hartman Environmental Geoscience
Vapor Intrusion & Soil Gas

40-Hour OSHA HAZWOPER (29 CFR
1910.120)

RELEVANT PROJECT EXPERIENCE

Phase I ESAs, confidential client(s), locations throughout U.S.

Project Manager for California Region portfolio for a client (and its real estate partners) acquiring properties for long-term leases or purchases. Responsibilities include initiating conflict checks, training, staffing, tracking project progress and budgets, and communicating with the client. Wrote or peer-reviewed hundreds of Phase I ESA. Responsibilities as a writer included conducting file reviews, conducting site reconnaissance and interviews, and writing.

Phase I ESAs, confidential client, multiple sites in rural AZ.

Assistant Project Manager for rural Arizona portfolio. Prepared Phase I ESA reports, managed Water Rights and Biological & Cultural Resources Reports, and scoped/planned Phase II investigations for several rural properties. Responsibilities included pulling together budgets, managing the reports, writing, and coordinating field efforts.

San Diego Gas & Electric Phase I ESAs, San Diego, CA and Phoenix, AZ.

Coordinated, prepared, and trained for Phase I ESA for a client looking to redevelop or acquire property. Sites were urban, rural, residential, and undeveloped desert and forested lands.

California Department of Transportation Reconnaissance, Los Angeles and Ventura Counties, CA.

Conducted site reconnaissance along highways in advance of redevelopment activities. Tasks included mapping out proposed soil sampling locations, surveying locations with a handheld GPS device, marking locations with flags/spray paint, and documenting vicinity conditions and hazards.

Phase I ESAs, confidential client, San Diego, CA and Phoenix, AZ.

Prepared Phase I ESA reports and oversaw Phase II investigations for a client looking to redevelop or acquire property for commercial use. Responsibilities included conducting file reviews, site reconnaissance, and interviews, preparing reports, and overseeing geophysical surveys, well development, and hazardous materials surveys.

LP Phase I ESAs, Regency Research Center/Regency Scripps, La Jolla, CA.

Prepared Phase I ESA reports for a client looking to acquire and redevelop property. Responsibilities included conducting site reconnaissance and interviews and preparing reports. These ESA included analysis of non-ASTM scope items: asbestos-containing materials, lead-based paint, and wetlands or habitats of endangered species.

Industrial Facility, Los Angeles, CA. Provided support on a case with DTSC oversight. Investigations included soil vapor and groundwater sampling and analyses to delineate subsurface impacts and identify potential alternate vicinity sources of impacts.



**Jeffrey Thompson, Ph.D.,
P.G., C.Hg**
Site Assessment &
Remediation Technical
Advisor



Specialties

Site Investigation, Remedial Design,
and Compliance
Regulatory Strategy and Stakeholder
Negotiation
Computational Modeling



Education

Ph.D., Geophysics w/ Civil
Engineering Minor, California
Institute of Technology, 2013

M.S., Geophysics, California Institute
of Technology, 2010

B.S., Earth Sciences with Honors,
University of Southern California,
2008



Registrations & Certifications

Registered Professional Geologist,
State of California PG No. 9432

Certified Hydrogeologist, State of
California CHG No. 1084

South Coast Air Basin Dust Control
Supervisor (active, exp. 2/2023)

RELEVANT PROJECT EXPERIENCE

Phase II Site Investigation, Salt Lake Park, Huntington Park, CA. On behalf of the City, Dr. Thompson developed and implemented a Phase II site investigation to evaluate the chemical and physical conditions of subsurface material at the base of excavation as part of the City's aquatic center development project. Dr. Thompson met with City employees and contractors to coordinate investigation design, site access, health and safety planning, and implementation. Dr. Thompson also provided the City's contractor with dust monitoring services as required by AQMD during soil movement.

Investigation Order Negotiation, Former Manufacturing Site, North Hollywood, CA. On behalf of client counsel, Dr. Thompson led negotiations with Los Angeles Regional Water Quality Control Board (RWQCB) regulators regarding the scope of investigation required by the RWQCB under their Section 13267 investigation order. Dr. Thompson worked with counsel to review historical site reports, interview the site manager, and conduct a site walk to identify where chlorinated solvents may have reasonably been used during former site operations. Dr. Thompson summarized the site history and operations to RWQCB regulators to advocate for a focused investigation to clear the site for hypothesized chlorinated solvent impacts. Dr. Thompson also developed cost estimates for multiple investigation scopes and regulatory approaches for client consideration.

Site Assessment and Remedial Investigation, Los Angeles County, CA. On behalf of multiple industrial clients, Dr. Thompson is the senior project manager leading remedial investigation work at a comingled refinery and pipeline petroleum release site in Los Angeles County with residual light non-aqueous phase liquid (LNAPL). He has developed the long-term investigation and remedial strategy for the Site, leading the project through the completion of a data gap assessment, LNAPL conceptual site model development, supplemental site assessment, LNAPL remedy screening, and a human health risk assessment. Dr. Thompson developed and is implementing a multiyear strategy for moving the project from the assessment phase toward regulatory acceptance of passive remedial options for long-term site management.

Resource Conservation and Recovery Act (RCRA) Corrective Action, On-Site Sub-Area, Former Exide Technologies Battery Recycling Facility, Los Angeles County, CA. Dr. Thompson served as Senior Project Manager for the development and completion of a RCRA Facility Investigation and Corrective Measures Study for on-site corrective action associated with metals, pH, and chlorinated solvent impacts. After eight rounds of remedial investigation spanning more than fifteen years, Dr. Thompson worked with client project managers and California Department of Toxic Substances Control (DTSC) regulators to craft a mutual strategy for completion of the investigation phase of the project by 2021. As part of these negotiations, Dr. Thompson planned and implemented approximately \$1.4M of site investigation to address data gaps. Although cut short by client bankruptcy, Dr. Thompson's attention to detail identified program efficiencies which resulted in the work being more than \$200,000 under budget prior to work stoppage.



Gregory Corcoran, P.E.
Sr. Technical Advisor



Specialties

Litigation Support
Site Investigation and Remediation
Brownfields Redevelopment
Planning, Design, and Construction



Education

M.S., Civil Engineering Drexel
University, Philadelphia,
Pennsylvania, 1994

B.S., Civil Engineering Drexel
University, Philadelphia,
Pennsylvania, 1992



Registrations & Certifications

Registered Professional Engineer,
State of California No. C58876

General Engineering Contractors
License A, State of California No.
766859

Hazardous Substances Removal
Contractors License, State of
California No. 766859

RELEVANT PROJECT EXPERIENCE

Elings Park, Engineering Design and Permitting; Elings Park Foundation, Santa Barbara, CA. Engineer of Record for the design and permitting of a landfill gas extraction and treatment system and an engineered alternative final cover system for an eight acre portion of a landfill that is being redeveloped as a regional park.

Municipal Solid Waste Landfill, Development Review, City of Commerce, Commerce, CA. Project Director for the review of a proposed development of an inactive landfill.

Municipal Solid Waste Landfill, Development Review, Confidential Client, Northern CA. Project Director for the review of a proposed development of a closed landfill, including landfill gas collection and treatment system, final cover system, and groundwater remediation systems.

Gardena Sumps, Atlantic Richfield, Gardena, CA. Project Director for preparation of health risk assessment, feasibility study, and remedial action plan for the closure of the waste ponds at the site, including the design of final cover and gas control systems for the containment of solid and semi-liquid waste filled ponds.

Landfill Remediation Project, Confidential Site, CA. Designated Consulting Expert evaluating landfill operations, remediation, and costs related to allocation purposes during mediation.

Engineered Fill Contents and Remedial Measures, Confidential Site, Southern California. Designated Consulting Expert related to investigation and remedial measures for mixed inert waste materials in engineered fill, including concrete and gypsum drywall.

Landfill Development Design/Build Project Dispute Resolution, Confidential Site, CA. Designated Technical Neutral evaluating disputes between owner and design/build contractor and preparing rulings and awards.

Waste Water Treatment Pond Design and Construction Dispute, Confidential Site, CA. Designated Consulting Expert evaluating pond geotechnical and geosynthetic liner system design and construction deficiencies.

Class II Landfill, Planning, CalEnergy, Calipatria, CA. Project Director for developing landfill development plan, which includes strategies for permitting, design, construction, and operation.

Class II Landfill, Joint Technical Document Preparation, Clean Harbors, Buttonwillow, CA. Project Director for Design of three disposal areas consisting of composite liner systems and preparation of joint technical document for permitting of approximately 3 million cubic yards of new disposal capacity.

5. QUALITY ASSURANCE / QUALITY CONTROL

GEOSYNTEC'S QUALITY ASSURANCE AND QUALITY CONTROL PROCEDURES

Geosyntec recognizes that project management and quality assurance and quality control are key elements to a successful project. Geosyntec's Project Director, Dr. Fabiana Arriaga in consult with her Project Manager, Ms. Paige Farrell, will be responsible for overall project development, management, oversight of work quality, adherence to budget and schedules for each project, and communication with the City of Huntington Park. Dr. Arriaga will work with the Project Team to develop a work-breakdown structure and assign the most appropriate team to the task so that task order proposals are responsive, clear, and cost-competitive. Geosyntec is highly proficient in several programs such as Microsoft Project, SharePoint, an internal Project Management Portal, QA/QC systems, and collaboration software tools.

Geosyntec recommends that a project kick-off meeting with the City be organized to compile work objectives and expectations when the Geosyntec Team is selected to complete a given task order. Geosyntec will develop a work plan to identify a detailed project approach, determine interim deliverables, and define project milestones. In the kick-off meeting or discussion, Dr. Arriaga, or the designated task manager, in conjunction with the City's Project Manager for the project, will develop a communication plan for the specific project. This will cover items including defining the frequency of updates (i.e., weekly, biweekly, monthly, etc.) if not already defined, medium for updates (i.e., email, conference calls, in-person meetings, etc.), and coordination channels within our team and with the City.

Geosyntec's policy is that all reports and deliverables are peer and senior reviewed prior to finalization. In addition to reviewing draft and final deliverables, peer reviewers or appropriate technical specialists are consulted at critical stages of the project to provide actionable feedback. We pride ourselves in producing clear and concise reports that make use of appropriate graphics and visual aids as needed to best convey concepts. Geosyntec's technical peer and senior review processes are designed so that project requirements are met and documented. Geosyntec's Project Director, Dr. Arriaga will identify the appropriate team members for peer and senior review, including review of work completed by Geosyntec's subcontractors. Mr. Corcoran, Geosyntec's Senior Technical Advisor, is anticipated to provide technical guidance to project team members including in a senior review capacity.

6. REFERENCES

| REFERENCE #1 | |
|---------------------------------|---|
| Client Name | City of Huntington Park |
| Client PM | Cesar Roldan |
| Client Title | Interim Director of Community Development |
| Client Phone | 323.584.6274 |
| Contract Type | Subconsultant to City contractor |
| Contracted Scope of Work | Phase II Investigation to support construction, Salt Lake Park |
| Geosyntec Lead | Jeff Thompson |
| REFERENCE #2 | |
| Client Name | City of Whittier |
| Client PM | Raul Flore |
| Client Title | Civil Engineer, Public Works |
| Client Phone | 565.567.9525 |
| Contract Type | Multi-year master service agreement with City |
| Contracted Scope of Work | On-call engineering and contracting services for landfills and related developments |
| Geosyntec Lead | Yonas Zemuy |
| REFERENCE #3 | |
| Client Name | Orange County Waste & Recycling |
| Client PM | David Tieu |
| Client Title | Deputy Director |
| Client Phone | 949.551.7102 |
| Contract Type | Master Services Agreement with OCWR |
| Contracted Scope of Work | On-call landfill services |
| Geosyntec Lead | Saverio Siciliano |
| REFERENCE #4 | |
| Client Name | San Bernardino County |
| Client PM | Chris Saed |
| Client Title | Project Manager |
| Client Phone | 909.386.8761 |
| Contract Type | Master Services Agreement with County |
| Contracted Scope of Work | On-call landfill services |
| Geosyntec Lead | Saverio Siciliano |

| Spending Categories | Community-Wide Assessment | Site-Specific Investigation | Site-Specific Cleanup |
|--------------------------------------|---|--------------------------------------|---|
| Regulator (OTSC) | Regulatory Oversight Fees (not required) | Regulatory Oversight Fees | Regulatory Oversight Fees |
| Grantee PM Labor (City) | Grant Project Management | Grant Project Management | Grant Project Management |
| Granted PM Travel (City) | Community Engagement | Community Engagement | Community Engagement |
| Environmental Consultant (Geosyntec) | Tribal Engagement | Tribal Engagement | Tribal Engagement |
| | All Appropriate Inquiries/Phase I | Investigation Workplan and Fieldwork | Investigation Workplan and Fieldwork |
| | Investigation Workplan and Fieldwork | Investigation Report | Investigation Report |
| | Investigation Report | Cleanup Plan | Cleanup Plan and Implementation |
| | American Land Title Association (ALTA) Survey | Risk Assessment Workplan/Report | Cleanup Implementation Report |
| | Reuse Planning | Feasibility/Pilot Study Workplan | Remedial Design and Implementation Plan |
| | Brownfields Inventory and Planning | Feasibility/Pilot Study Report | Risk Assessment Workplan/Report |
| | | CEQA Document | Feasibility/Pilot Study Workplan |
| | | Land Use Covenant (LUC) Preparation | Feasibility/Pilot Study Report |
| | | | Operations and Maintenance (O&M) Plan |
| | | | CEQA Document |
| | | | Land Use Covenant (LUC) Preparation |

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8. REVIEW AND ACCEPTANCE

Reviewed by:

Signature: _____ Date: _____

Luis Rodriguez, Planning Manager

Approved by:

Signature: _____ Date: _____

Steve Forster, Director of Community Development

We are
**engineers, scientists
and innovators.**

Geosyntec 
consultants

engineers | scientists | innovators

Offices in Principal Cities of the United States and Select International Locations

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ATTACHMENT "B"



Jared Blumenfeld
Secretary for
Environmental Protection



Department of Toxic Substances Control

Meredith Williams, Ph.D., Director
5796 Corporate Avenue
Cypress, California 90630



Gavin Newsom
Governor

June 6, 2022

Steve Forster
6050 Miles Avenue
Huntington Park, California 90255
sforster@hpca.gov

ECRG-2021-00764 AWARD LETTER: CITY OF HUNTINGTON PARK – SALT LAKE PARK, FREEDOM PARK, ROBERT KELLER PARK, AND RAUL PEREZ PARK – HUNTINGTON PARK, LOS ANGELES COUNTY, CALIFORNIA

Dear Steve Forster:

On behalf of the Department of Toxic Substance Control's (DTSC)'s Office of Brownfields, we are pleased to inform you that the Equitable Community Revitalization Grant (ECRG) Application to reimburse eligible Community-Wide Assessment activities has been approved for costs up to \$290,000.00. Congratulations!

The sites included in this grant are:

- Salt Lake Park
- Freedom Park
- Robert Keller Park
- Raul Perez Park

Please sign and date the attached ECRG Terms and Conditions Agreement (Agreement), complete the attached Standard Forms STD 204 and STD 205 (Forms), and upload completed and signed forms to Fluxx by 11:59 PM on June 17, 2022. DTSC will only reimburse eligible grant costs incurred after DTSC processes the Forms and executes the signed Agreement. If there are any corrections needed on the site or grantee information, please contact ECRGinfo@dtsc.ca.gov immediately so we may send you an updated Award Letter.

June 6, 2022

Page 2 of 2

The ECRG is an unprecedented opportunity to address the historically disproportionate impacts to communities and to revitalize land for public benefit. Thank you for your interest in creating healthier communities. We will work closely with you to learn more about the Community-Wide Assessment process and seek your input on how we can make this funding more accessible to additional communities throughout California. Details on the ECRG project management team, eligible costs, any budget/scope amendments, and other ECRG implementation information will be provided after DTSC executes the Agreement.

If you have any questions or concerns, please contact ECRGInfo@dtsc.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Garcia', is positioned above the typed name.

Peter Garcia, Chief
Southern California Division
Site Mitigation and Restoration Program

Enclosure (4) - Grant Agreement
Grant Application
STD 204
STD 205



Department of Toxic Substances Control



Jared Blumenfeld
Secretary for
Environmental Protection

Meredith Williams, Ph.D., Director
5796 Corporate Avenue
Cypress, California 90630

Gavin Newsom
Governor

| Site Name | Site Address |
|--------------------|---|
| Salt Lake Park | 7001 Bissell Street Huntington Park, California |
| Freedom Park | 3801 E. 61st Street Huntington Park, California |
| Robert Keller Park | 6550 Miles Avenue Huntington Park, California |
| Raul Perez Park | 6208 S. Alameda Street Huntington Park, California |

Grant No. **ECRG-2021-00764**

Equitable Community
Revitalization Grant
Agreement

Grantee/Applicant: City of Huntington Park

Name: Steve Forster
Organization: City of Huntington Park
Address: 6050 Miles Avenue
Huntington Park, California 90255

This Equitable Community Revitalization Grant Agreement (AGREEMENT) is entered into by and between City of Huntington Park (GRANTEE) and the Department of Toxic Substances Control (DTSC) (together the PARTIES).

RECITALS

WHEREAS,

- A. Senate Bill 158 (2021) authorizes DTSC to implement a new grant program to investigate and clean up contaminated properties in communities overburdened by pollution.
- B. Pursuant to Senate Bill 158, DTSC established the Equitable Community Revitalization Grant (ECRG), which provides financial assistance to communities via reimbursable grants to investigate and clean up brownfields through a competitive process.

Equitable Community Revitalization Grant Agreement
City of Huntington Park
Page 2 of 14

- C. GRANTEE has submitted the application attached hereto as Exhibit A (ECRG Application) to DTSC for an ECRG in connection with certain property, or group of properties, commonly known as Salt Lake Park, Freedom Park, Robert Keller Park, Raul Perez Park, in Huntington Park, California (Site). The Sites are depicted in the Site Map and Site Diagram in Exhibit B and Exhibit C, respectively, and incorporated herein by reference.
- D. GRANTEE has provided documentation indicating that GRANTEE is the owner of the Site.
- E. The CalEnviroScreen percentile scores of the Sites are 88, 87, 81, and 98, respectively. GRANTEE is proposing the following reuse and has described the following benefits to the vulnerable community:

“The City of Huntington Park is in severe need of better circulation and connectivity to current and proposed public transportation services, community services, and the overall need to add more leisurely and active recreation to improve the quality of life. The much needed pedestrian and bicycle paths currently and with the anticipated West Santa Ana Branch light-rail project, the opportunity to evaluate the ROW parcels is crucial and critical at this current juncture of the TOD specific plan developments. Additionally, the community will gain from a much needed aquatic recreation center that will serve as a much needed community cooling island of respite from the year-round hot temperatures that the City of Huntington Park suffers at a greater degree than most of the other cities in LA County due to the extreme air contamination and that fact that there is little open space on a per-capita basis when compared to most other parts of LA County.”
- F. GRANTEE is willing to undertake the Proposed Reuse and requests DTSC provide ECRG funding to finance all, or a portion of: Community-Wide Assessment activities up to \$290,000.00.
- G. GRANTEE prepared a Scope of ECRG Activities attached hereto as Exhibit E.
- H. GRANTEE prepared an ECRG Activities Budget Detail Table outlining activities to be completed within two (2) years from execution date of this AGREEMENT, attached hereto as Exhibit F.
- I. GRANTEE provided a copy of the regulatory oversight agreement or application for oversight with a regulatory oversight agency. Attached hereto

Equitable Community Revitalization Grant Agreement
City of Huntington Park
Page 3 of 14

as Exhibit G is the final agreement. Regulatory oversight for Community-wide Assessment Grants is not required (but is still considered an allowable cost).

- J. DTSC determined that the ECRG Application is complete and that GRANTEE and the Site meet the eligibility requirements to receive the ECRG.

NOW, THEREFORE, in consideration of the terms, conditions, recitals, and covenants contained herein, the PARTIES agree as follows:

- I. The term of this ECRG shall be a period of twenty-four months (24) months from AGREEMENT execution date, unless DTSC extends this AGREEMENT in writing.
- II. DTSC will allocate up to \$290,000.00 to GRANTEE to complete the ECRG Activities within the specified two-year timeframe.
- III. GRANTEE will carry out the ECRG Activities in accordance with all applicable State and local laws.

1. FUND CONDITIONS

- 1.1 GRANTEE understands and agrees that all ECRG funds DTSC, provided via the reimbursement process, shall be used solely for the ECRG Activities to address hazardous substances within the Site as depicted in Exhibit C.
- 1.2 GRANTEE further understands and agrees that the receipt of any ECRG funds and all work performed on the Site using ECRG funds are conditioned upon GRANTEE's full compliance with this AGREEMENT and the regulatory oversight agency.
- 1.3 GRANTEE agrees to document and keep separate all expenditures of the ECRG funds within the approved ECRG Activities Budget Detail Table. GRANTEE shall not exceed any of the costs shown in the approved ECRG Activities Budget. It is the responsibility of GRANTEE to pay any cost of the ECRG Activities that exceeds the ECRG allocated amount.
- 1.4 DTSC will disburse the approved amount to GRANTEE, subject to the availability of funds through normal DTSC reimbursement processes. Notwithstanding any other provision of this AGREEMENT, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations.

2. CONTRACTING

Equitable Community Revitalization Grant Agreement
City of Huntington Park
Page 4 of 14

- 2.1 If GRANTEE contracts for services to be reimbursed by the ECRG, those contracts shall generally be procured through a competitive process. GRANTEE shall make available to DTSC, upon request, records of procurement to demonstrate that contract pricing represents reasonable market rates.
- 2.2 GRANTEE will undertake good faith efforts to contract for services and supplies with qualified Small Business Enterprises (SBEs), Disabled Veteran Enterprises (DVEs), and other disadvantaged and underrepresented group owned business enterprises.

3. EQUITABLE DEVELOPMENT GRANT COMMITMENTS

- 3.1 GRANTEE agrees to promote equitable development in one or more of the following ways:
 - 3.1.1 Advance economic opportunity – Promote local entrepreneurs, enhance community-serving establishments and increase quality living wage jobs for local people.
 - 3.1.2 Prevent displacement – Promote policies and actions that allow anyone who wants to live in a community to do so, especially current residents, and discourage displacement of viable small businesses that serve community needs.
 - 3.1.3 Promote broader mobility and connectivity - Prioritize an effective and affordable public transportation network that supports transit-dependent communities and provides equitable access to core services and amenities, including employment, education, and health and social services.
 - 3.1.4 Develop healthy and safe communities – Create built environments that enhance community health through public amenities (schools, parks, open spaces, complete streets, health care, and other services), access to affordable healthy food, improved air quality, and safe and inviting environments.
 - 3.1.5 Promote environmental justice – Eliminate disproportionate environmental burdens and ensure an equitable share of environmental benefits for existing communities. Secure resources to mitigate and reverse the effects of environmental hazards past and

Equitable Community Revitalization Grant Agreement
City of Huntington Park
Page 5 of 14

present.

- 3.2 GRANTEE made the following measurable and quantifiable commitments in the Application, hereto attached as Exhibit H.

4. SITE ACCESS

- 4.1 GRANTEE shall ensure DTSC's employees, contractors, and consultants have access to the Site at all reasonable times for the duration of AGREEMENT. Nothing in this AGREEMENT is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.
- 4.2 GRANTEE shall allow DTSC to take photographs of the Site, including activities at the Site, whenever DTSC accesses the Site pursuant to this AGREEMENT.

5. PUBLIC ENGAGEMENT

- 5.1 GRANTEE shall ensure that all ongoing and/or planned community engagement requirements are implemented in a timely manner. This includes public notifications and opportunities for public involvement on the ECRG Activities and the Proposed Reuse.
- 5.2 Upon request by DTSC, GRANTEE shall provide DTSC with copies of all community engagement activity related documents.

6. INVOICES

- 6.1 GRANTEE shall submit invoice reimbursement packages, or invoice batches through the DTSC Fluxx Portal.
- 6.2 Due to administrative costs required to process and reimburse invoices, Invoice reimbursement packages shall be submitted immediately whereupon the total \$15,000 minimum per package/batch is reached (unless otherwise directed by DTSC), with the exception of the Final Invoice.
- 6.3 The Final Invoice may be submitted upon completion of ECRG Activities, when no more costs will be incurred, but no later than 26 months from the date of ECRG Grant award, or as otherwise directed by DTSC.

Equitable Community Revitalization Grant Agreement
City of Huntington Park
Page 6 of 14

- 6.4 Invoice reimbursement requests must contain at least the information in substance and form of Exhibit I attached hereto and the appropriate invoices specific to the approved ECRG Activities and Budget Detail Table.
- 6.5 GRANTEE's reimbursement requests for ECRG project management costs, if approved, should also be presented to DTSC as an invoice following the format described in Exhibit I.
- 6.6 Reimbursement requests shall include invoices supporting ECRG Activities specified in the Scope of ECRG Activities and associated Budget Detail Table.
- 6.7 DTSC will process reimbursement payments for acceptable invoices submitted through Fluxx.
- 6.8 GRANTEE shall ensure that none of the costs DTSC reimburses via the ECRG Grant are reimbursed by another source of public funding (e.g., DTSC's Revolving Loan Fund Program or Site Cleanup Subaccount Program).

7. REPORTING

- 7.1 GRANTEE must submit quarterly reports on or before April 30, July 31, October 30, and January 31 within the term of the ECRG Grant.
- 7.2 Quarterly reports should follow the format DTSC provides, which may generally include ECRG Activity status and progress toward the Proposed Reuse, any hurdles that may affect the ECRG Activities or the Proposed Reuse, expended ECRG Grant funds for the quarter, and amount of ECRG Grant funds that are anticipated to be requested for reimbursement in the next quarter.
- 7.3 All work on the ECRG Activities performed pursuant to this AGREEMENT and with ECRG Grant funds shall be performed in a manner that meets or exceeds industry standards.

8. PERMITS AND LICENSES

- 8.1 GRANTEE, at its sole cost and expense, and from sources other than the ECRG Grant funds, shall be responsible for obtaining all professional, and equipment qualifications necessary to be qualified to perform this work under federal, state and local law, including permits, licenses, approvals, certifications, and inspections. GRANTEE shall ensure that all such

Equitable Community Revitalization Grant Agreement
City of Huntington Park
Page 7 of 14

qualifications are maintained in good standing during the term of this ECRG Grant.

- 8.2 GRANTEE represents that none of the contractors or subcontractors undertaking the ECRG Activities is currently suspended, debarred, or otherwise declared ineligible to receive proceeds of the ECRG Grant funds.

9. PREVAILING WAGES

- 9.1 GRANTEE must carry out the ECRG Activities in accordance with State prevailing wages for all contracts and subcontracts and costs that will be reimbursed by ECRG Grant funds pursuant to California Labor Code Section 1720 *et seq.*

10. EQUAL EMPLOYMENT

- 10.1 GRANTEE shall comply with all State and Federal Equal Employment Opportunity laws.

11. ADA COMPLIANCE

- 11.1 GRANTEE will assure the State that it complies with the American with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. § 12101 *et seq.*).

12. GRANT CLOSEOUT

- 12.1 GRANTEE shall provide DTSC with a Grant Closeout Notice to notify DTSC when the ECRG Activities have been completed, and no later than the last day of the two-year period covered under the grant award.
- 12.2 Within 60 days of submitting the Grant Closeout Notice, GRANTEE shall submit a closeout report, in the format DTSC provides, to summarize all actions taken, the resources committed, and any significant problems completing the ECRG Activities. The closeout report shall document that the ECRG Activities were performed in accordance with this AGREEMENT and regulatory agency oversight agreement. Closeout report shall include before and after photos of the site.
- 12.3 GRANTEE shall submit a Reuse and Grant Commitments letter report within 60 days following the completion of the Proposed Reuse. The report shall

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describe the Site's new use, document performance of the Grant Commitments and include before and after photos of the Site.

13. NOTIFICATIONS

- 13.1 All notices, requests, instructions, or other documents to be provided hereunder to either party by the other, relating to grant execution and management, shall be addressed to the DTSC ECRG grant contact. Documents related to environmental activities shall be shared with the regulatory oversight project manager in accordance with the regulatory oversight agreement.

To DTSC:

DTSC ECRG Grant Contact

Title: Brownfield Development Data Analyst
Address: 5796 Corporate Avenue, Cypress, California 90630
Email: ecrginfo@dtsc.ca.gov

To GRANTEE:

GRANTEE Organization Main Contact

Title: Luis Rodriguez
Address: 6050 Miles Avenue, Huntington Park, California 90255
Phone: (323) 584-6250
Email: lrodriguez@hpcg.gov

GRANTEE ECRG Project Manager

Title: Luis Rodriguez
Organization: City of Huntington Park
Phone: (323) 584-6250
Email: lrodriguez@hpcg.gov

- 13.2 GRANTEE shall not transfer ownership of the Site during the term of this AGREEMENT without DTSC's prior written approval. GRANTEE shall provide at least 60-days advance notice in writing to DTSC of any prospective change in GRANTEE's title, name, partnership, or ownership along with sufficient documentation to allow DTSC to review the changes and determine if GRANTEE will continue to meet ECRG eligibility requirements.

14. WAIVER

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- 14.1 Any forbearance DTSC issues with respect to any provision in this AGREEMENT shall in no way constitute DTSC's waiver of any rights or privileges granted hereunder.
- 14.2 No failure to exercise any power or right provided hereunder, or to insist on strict compliance with its obligations hereunder, shall constitute a waiver of right to DTSC's demand at any time exact compliance with the terms hereof.

15. NONCOMPLIANCE AND TERMINATION

- 15.1 In the event GRANTEE fails to comply with any term, condition, or obligation of this AGREEMENT, GRANTEE shall be deemed in noncompliance of this AGREEMENT. Events by which GRANTEE shall be deemed to be in noncompliance include, but are not limited to, the following:
 - 15.1.1 GRANTEE fails to timely respond to DTSC requests made in connection with this AGREEMENT;
 - 15.1.2 GRANTEE fails to timely respond to regulatory entities providing oversight for the Site;
 - 15.1.3 GRANTEE makes any false warranty, representation, or statement in, or in connection with, this AGREEMENT or the ECRG Application;
 - 15.1.4 GRANTEE fails to provide complete or timely quarterly reports;
 - 15.1.5 GRANTEE makes changes to the Proposed Reuse that cause the Site to no longer meet eligibility criteria for ECRG Grant;
 - 15.1.6 GRANTEE fails to complete the ECRG Activities within the timeframe(s) required by this AGREEMENT;
 - 15.1.7 GRANTEE fails to provide notification of change in partnership and Site ownership without prior notification and written consent.
- 15.2 In the event of GRANTEE noncompliance, DTSC shall provide written Notice of Noncompliance to GRANTEE. The Notice of Noncompliance shall provide a reasonable time for GRANTEE to cure, not less than 10 calendar days from the date of the notice. If GRANTEE fails to cure the noncompliance to the satisfaction of DTSC within the time period prescribed in the Notice of Noncompliance, DTSC may terminate the ECRG Grant and pursue any remedies available at law or in equity.

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- 15.3 If GRANTEE is in noncompliance, DTSC may immediately withhold from GRANTEE all or any portion of the ECRG funding until such time the noncompliance is cured pursuant to this AGREEMENT.

16. RECORD RETENTION, INSPECTION, AND DISCLOSURE

- 16.1 Within ten days of request by DTSC, GRANTEE shall provide DTSC with copies of Proposed Reuse plans to DTSC's designated environmental project manager.
- 16.2 Within ten days of request by DTSC, GRANTEE shall provide DTSC with any documents or correspondence provided to the applicable regulatory oversight agency.
- 16.3 GRANTEE shall keep any applicable electronic data management system (e.g., EnviroStor or GeoTracker) up to date and in compliance with all electronic reporting requirements.
- 16.4 GRANTEE agrees to maintain financial and programmatic records pertaining to all matters relative to this ECRG Grant in accordance with generally accepted accounting principles and procedures. All such records and supporting documents shall be made available, upon request, for inspection or audit by DTSC or its representatives. GRANTEE shall retain all its records and supporting documentation applicable to this ECRG Grant for a period of five (5) years, after completion of ECRG Activities, except records that are subject to audit findings, which shall be retained an additional three (3) years after such findings have been resolved, if three years would extend retention past the initial five-year period.
- 16.5 GRANTEE agrees to permit DTSC or its designated representative to inspect and/or audit its records and books relative to this ECRG Grant at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that DTSC deems relevant to this ECRG Grant. DTSC shall provide written notice to GRANTEE prior to implementing this provision. GRANTEE agrees to deliver the records or have the records delivered to DTSC or its designated representative at an address designated by such party.
- 16.6 Upon request by DTSC, GRANTEE shall provide DTSC with copies of photographs GRANTEE has in its possession of the Site and activities at the Site, as well as copies of drawings GRANTEE has in its possession in connection with the Proposed Reuse plans for the Site. GRANTEE grants DTSC the right to distribute, transmit, publish, or copy, in any medium, either

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in whole or in part, the photographs or drawings DTSC obtains pursuant to this AGREEMENT for any use, including, but not limited to, project documentation, public outreach, web and social media content, and marketing materials. This subsection does not apply to photos or drawings that contain confidential business information.

- 16.7 GRANTEE grants DTSC the right to distribute, transmit, publish, or copy, in any medium, either in whole or in part, narratives, descriptions, and any other information provided to DTSC by GRANTEE pursuant to or in connection with this AGREEMENT and/or ECRG Application for any use, including, but not limited to, public outreach, web and social media content, and marketing materials. This subsection does not apply to confidential business information.
- 16.8 To the extent GRANTEE submits information to DTSC under this AGREEMENT that it alleges is confidential business information, GRANTEE shall clearly identify the information as such.
- 16.9 GRANTEE 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 and/or the ECRG Application shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act.

17. NON-DISCRIMINATION

- 17.1 During the performance of the ECRG, GRANTEE, its contractors, and subcontractors will comply with Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5) prohibiting discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation.
- 17.2 In compliance with Government Code section 11135, and if GRANTEE is a public entity, in compliance with Government Code sections 7290 et seq., GRANTEE agrees to make language assistance available free of charge to individuals with communication disabilities or limited proficiency in English, including interpreter services and written information in the prevalent languages in the community, in conducting public outreach and community engagement related to the ECRG Activities.

18. INDEMNIFICATION

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- 18.1 GRANTEE agrees to protect, indemnify, defend and hold harmless, DTSC, its officers, administrators, agents, servants, employees and all other persons or legal entities to whom GRANTEE may be liable from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, court costs, and other fees and expenses for bodily injury, including death, personal injury and property damage, arising out of or in connection with the performance of any work or any GRANTEE responsibility or obligation as provided herein and caused in whole or in part by any GRANTEE act, error, or omission, or GRANTEE agents, servants, employees, or assigns.

19. ASSIGNMENT

- 19.1 GRANTEE shall not assign or attempt to assign directly nor indirectly, any of its rights under this AGREEMENT or under any instrument referred to herein without DTSC's prior written consent.

20. NO THIRD PARTY RIGHTS

- 20.1 This ECRG Grant is not intended to create or vest any rights in any third party, nor to create any third-party beneficiaries.

21. NO ORAL MODIFICATION

- 21.1 The terms of this AGREEMENT may not be amended except in writing, signed by all the parties hereto.

22. NONCOMPLIANCE STATUS

- 22.1 Under the laws of the State of California, GRANTEE shall not be:
- a. In violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district;
 - b. Subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - c. Out of compliance with any applicable laws, ordinances, regulations, orders, and permits.

23. AFFIRMATION

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- 23.1 The GRANTEE affirms that GRANTEE did not cause nor contribute to the release or threatened release of a hazardous substance at the Site(s) and is exempt from liability for any previous contamination at the Site(s).

24. SEVERABILITY

- 24.1 If any provision of this AGREEMENT shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

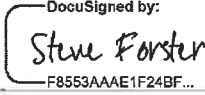
25. COUNTERPARTS

- 25.1 This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.


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IN THE WITNESS WHEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT ON THE DATE SET FORTH BELOW AND GRANTEE ACCEPTS THE AFOREMENTIONED TERMS AND CONDITIONS ELECTRONICALLY.

City of Huntington Park
A Public Entity

BY: 
Steve Forster, Community Development Director
Authorized Signatory
Date: 6/16/2022

Department of Toxic Substances Control
Site Mitigation and Restoration Program

BY: 
Peter Garcia, Chief
Southern California Division
Date: 6/16/2022

References:

- Exhibit A – Signed ECRG Application
- Exhibit B – Site Map
- Exhibit C – Site Diagram
- Exhibit D – Site Access Agreement
- Exhibit E – Scope of ECRG Activities
- Exhibit F – ECRG Activities Budget Detail Table
- Exhibit G – Regulatory Oversight Agreement
- Exhibit H – Grant Commitments
- Exhibit I – Summary of Costs Form*

Exhibit A – Signed ECRG Application

City of Huntington Park

ID: R-202202-00764
 Oversight:
 Brownfield Coordinator:

Agreement Type:
 Status: Draft

Request Status

Draft | Draft | Draft | Draft | Draft

Status

Draft

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 5. Ownership and Access
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▼ ECRG Overview

California's 2021-22 budget authorizes DTSC to implement new programs to investigate and clean up contaminated properties in communities overburdened by pollution and provides funding over three years to implement them. These programs will prioritize protecting public health and facilitating the revitalization of overburdened communities.

DTSC's Equitable Community Revitalization Grant (ECRG) will provide approximately \$250M+ in grants for local governments, qualified 501 (c)(3) nonprofit organizations and Tribes to investigate and clean up brownfields through a competitive process. This unprecedented investment will create healthier, more economically viable and inclusive communities.

The ECRG Application Guidelines provide instructions to applicants for the completion of the ECRG application, and outlines DTSC's process for selecting ECRG grant projects. To download the ECRG Application Guidelines please visit dtsc.ca.gov/ecrg.

Applications will be accepted until 11:59 PM PST on April 4, 2022. ECRG awards will be announced in spring of 2022.

All applicable questions must be answered, tables completed, and requested documents provided. Incomplete applications may result in disqualification.

Applicants may be disqualified if it is determined that false warranty, representation, or statement has been made in, or in connection with the application.

DTSC's ECRG Selection Committee will select applications for award based on the application's scoring, equitable development commitments, the availability of funds, and any other factors and considerations identified in the ECRG Application Guidelines.

▼ DTSC's Application Portal Tips

Important Notes

- Chrome is the preferred browser.
- To edit a draft application or respond to a revision request select **Edit** at the top right.
- The portal does not auto-save. Be sure to **Save and Continue often**.
- **BOLD** text indicates a required field.
- If the application portal is unresponsive, try clicking **Save and Continue** to refresh the page without losing your progress. If you refresh the browser and have not saved, you will lose your progress.
- **Changes cannot be made after submitting an application.**

Other Guidance

- Once in Edit mode, use the Table of Contents to quickly advance to a particular section.
- Click on a section's arrow to expand or collapse that section.
- You can print a copy of your own responses to this form. Select the **Save and Close** icon at the bottom right, then select the **Print** icon at the top right.
- Be sure to **Save and Close** if you would like to save your responses and resume your application later.
- When you have completed all the information required to process your application, click **Save and Close**. *Note that this does not submit your application. See the next step.*
- If you have not yet submitted or withdrawn your application, you can continue editing it using the **Edit** button at the top right.
- Once you have **Saved and Closed**, you will be able to **Submit** or **Withdraw** using the right bottom buttons.
- During our screening and selection process, we may contact you if edits are necessary for clarification or if additional information is required by the selection committee. An email notification will be sent to the Primary Contact for the application.

1. Application Type

Select the type of ECRG application being submitted:

- Community-wide Assessment (CWA) with awards ranging from \$80K to \$300K
- Site-specific Environmental Investigation with awards ranging from \$80K to \$3M
- Site-specific Environmental Cleanup with awards ranging from \$80K to \$7M

Refer to the ECRG Guidelines at <https://dtsc.ca.gov/ecrg/> for more information.

If the applicant has questions about the ECRG application, please contact DTSC's Brownfield Technical Assistance Provider, the Center for Creative Land Recycling (CCLR) at ECRG@cclr.org or DTSC's Office of Brownfield staff at ECRGinfo@dtsc.ca.gov.

If the applicant experiences technical issues with the online portal, contact ApplicationPortal@dtsc.ca.gov.

Application Type: Community-Wide Assessment

Community-Wide Assessment

For planning and brownfield inventory activities for a defined area, such as a corridor, block or neighborhood.

2. Applicant and Site Eligibility

Entity Eligibility - The applicant is a: Public Entity

If you are assisting on behalf of an eligible entity, please indicate what type of entity they are.

Site Ineligibility, please see the following reasons the site(s) would be ineligible:

- The Site is controlled and/or owned by the federal government
- The Site is subject to ongoing USEPA directed removal actions
- The Site is subject to an active DTSC enforcement order
- The Site is subject to an active Regional Water Quality Control Board order (including Cleanup and Abatement Orders, Site Clean-up Orders, 13267 Orders)
- The Site is subject to an active enforcement order by a California environmental regulatory agency
- The Site is proposed for or listed on the National Priorities List
- The Site is subject to a Resource Conservation and Recovery Act (RCRA) permit
- The Site is subject to a DTSC Hazardous Waste Facility Permitting Program permit established under Chapter 6.5 of California Health and Safety Code and RCRA authorization

By clicking the following box, the applicant affirms that none of the above apply.

None of the above apply

- If you are uncertain about whether any of these apply to your site, contact DTSC's Technical Assistance Provider, CCLR, at ECRG@cclr.org
- If the site is State-owned please contact ECRGinfo@dtsc.ca.gov directly to determine site eligibility.

Please select "Save and Continue" at the bottom of the form to continue.

3. Application Contacts and Project Team

Grantee Organization City of Huntington Park

Huntington Park, CA

Grantee Organization Main Contact Luis Rodriguez

Agreement Signatory (if different than Grantee Main Contact) Steve Forster

Additional Contact for Application Access, if applicable

Environmental Consultant Contact, if applicable

Environmental Attorney Contact, if applicable

Proponent Organization (Applicant): City of Huntington Park

Reuse partner(s)/collaborator(s) are those with an ownership stake or a role in the execution of the reuse plan. Please list the partner organization and main contact information.

Reuse Partner #1, if applicable:

Reuse Partner #2, if applicable:

Applicant must designate a Grant Project Manager to coordinate ECRG activities with DTSC. The Grant Project Manager shall have access to sufficient resources to ensure that the grant is managed in a timely and effective manner, be responsible for efficient and correct use of grant funds, implement grant performance and reporting requirements, and respond to inquiries and requests for information from DTSC in a timely manner.

Grant Project Manager Name: Luis Rodriguez

Grant Project Manager Organization/Company: City of Huntington Park

Grant Project Manager Email Address: lrodriguez@hpcg.gov

Grant Project Manager Phone Number: 13235846250

During the screening and selection process, the Grantee Organization Main Contact may be contacted if edits are necessary for clarification or if additional information is required by the Selection Committee. An email notification will be sent to the Grantee Organization Main Contact indicated in the application.

4. Site Information, CalEnviroScreen 3.0 Score, Site Use, and Site Photos

Site Information

Specify site addresses for at least four (4) sites in the proposed study area and upload a map that defines boundaries of the Community-Wide Assessment study area. If the exact addresses are unknown please enter the city, county and nearest cross streets of the sites.

(The highest CalEnviroScreen (CES) 3.0 will be used for scoring, with potential points for a rural, tribal or natural disaster designation.)

Each of the four (4) sites will need to be entered individually, using the below to start each record.

Site

Site Name: Salt Lake Park

Site Name: Freedom Park

Site Name: Robert Keller Park

Site Name: Raul Perez Park

▼ Expand to see Site Details

SiteSite Information

Site Name: Salt Lake Park

Site Address: 7001 Bissell Street

City: Huntington Park

County: Los Angeles County

State: California

Latitude:

Longitude:

State Assembly District: 53rd

State Senate District: 33rd

Assessor's parcel number(s): 6324-018-902, 6324-033-901, 6324-034-901

Property Size: 33.41

Restrictions or Encumbrances? No

Impacted by natural disaster? No

CalEnviroScreen Score

CalEnviroScreen (CES) 3.0 Score: 88

Is the CalEnviroScreen Score for the site 75% or greater? Yes

Planned uses:

Site Use

Past Uses of Site(s): Landfill

Current Use of Site(s): Other

Other (please specify): Park/Open Space

Site Information

Site Name: Freedom Park

Site Address: 3801 E. 61st Street

City: Huntington Park

County: Los Angeles County

State: California

Latitude:

Longitude:

State Assembly District: 53rd

State Senate District: 33rd

Assessor's parcel number(s): 6318-031-(900, 901, 903, 904, 905, 906, 907, 908, 910, 911)

Property Size: 1.57

Restrictions or Encumbrances? No

Impacted by natural disaster? No

CalEnviroScreen Score

CalEnviroScreen (CES) 3.0 Score: 90

Is the CalEnviroScreen Score for the site 75% or greater? Yes

Planned uses:

Site Use

Past Uses of Site(s): Other

Other (please specify): Unknown at this point.

Current Use of Site(s): Other

Other (please specify): Open space/community center

Site Information

Site Name: Robert Keller Park

Site Address: 6550 Miles Avenue

City: Huntington Park

County: Los Angeles County

State: California

Latitude:

Longitude:

State Assembly District: 53rd

State Senate District: 33rd

Assessor's parcel number(s): 6322-009-904

Property Size: 8.53

Restrictions or Encumbrances? No

Impacted by natural disaster? No

CalEnviroScreen Score

CalEnviroScreen (CES) 3.0 Score: 85

Is the CalEnviroScreen Score for the site 75% or greater? Yes

Planned uses:

Site Use

Past Uses of Site(s): Undeveloped

Current Use of Site(s): Other

Other (please specify): Civic Center Park

Site Information

Site Name: Raul Perez Park

Site Address: 6208 S. Alameda Street

City: Huntington Park

County: Los Angeles County

State: California

Latitude:

Longitude:

State Assembly District: 67th

State Senate District: 33rd

Assessor's parcel number(s): 6321-008-902, 906, 907, 908, 909

Property Size: 5.01

Restrictions or Encumbrances? No

Impacted by natural disaster? No

CalEnviroScreen Score

CalEnviroScreen (CES) 3.0 Score: 95

Is the CalEnviroScreen Score for the site 75% or greater? Yes

Planned uses:

Site Use

Past Uses of Site(s): Industrial

Current Use of Site(s): Other

Other (please specify): Open Space/Park

6. Responsibility for Contamination

Does the applicant affirm that all disposal of hazardous substances at the site occurred before the applicant acquired the site?

Yes

Does the applicant affirm that they have not caused or contributed to any release of hazardous substances at the site?

Yes

Does the applicant affirm that they have not, at any time, arranged for the disposal of hazardous substances at the site or transported hazardous substances to the site?

Yes

If you have an alternative CERCLA Liability Defense, please provide full details as an attachment to your application or in the [Additional Details] section at the end of the application for review and consideration. It is highly recommended that you contact ECRGinfo@dtsc.ca.gov before proceeding with the rest of the application.

Was the site publicly owned and acquired prior to January 11, 2002?

Yes

Describe the reasonable steps the applicant took with respect to hazardous substances found at the site to:

Stop any continuing releases:

Upon a previous Phase I and II for the Salt Lake Park, it was determined that there was still some levels of contamination due to the previous use a former City Landfill site. The area of most concerned has been cordoned off with fencing to prevent any disruption of the area.

The other parks will need to go through an initial Phase I process to identify contaminants and perhaps a Phase II for the mitigations of said contaminants. This will be a part of the proposal to use funds from the grant allocation.

Prevent any threatened future release:

The Phase II report for Salt Lake Park identifies methods for ensuring mitigation of site for the proposed aquatic center.

The other parks will need to go through an initial Phase I process to identify contaminants and perhaps a Phase II for the mitigations of said contaminants. This will be a part of the proposal to use funds from the grant allocation.

Prevent or limit exposure to any previously released hazardous substance:

The Phase II report for Salt Lake Park identifies methods for ensuring mitigation of site for the proposed aquatic center.

The other parks will need to go through an initial Phase I process to identify contaminants and perhaps a Phase II for the mitigations of said contaminants. This will be a part of the proposal to use funds from the grant allocation.

Are there partner(s)/collaborator(s) involved in the reuse plan?

No

Partner(s)/collaborator(s) are those with an ownership stake or role in the execution of the reuse plan.

7. Previous Environmental Activities

What reasons are there to believe that the site may be contaminated? Known or suspected contamination based on historic/current site use

Describe environmental concerns associated with each one of the sites and of the general areas to be included in the Community-wide Assessment application.

The Salt-Lake Park site was a former City landfill/dump site. Raul Perez Park was on former industrial properties. The Robert Keller Park and Freedom Park sites are undetermined as to previous uses as of date of application. However, all sites are situated on sites that are over the 75% threshold for Cal-Environ 3.0 Screen Score.

List the most current or relevant document(s) which describe site conditions and regulatory approvals, if applicable.

| Document Title | Author | Document Date |
|--|--------------------------------------|---------------|
| 1 Huntington Park Brown-to-Green Implementation Plan | Communities for a Better Environment | 9/28/2013 |
| 2 | | |

Upload the most relevant document(s) listed above or provide an EnviroStor or Geotracker link.

Please limit your upload to no more than three reports per site and do not include voluminous appendices if space is an issue (100 MB file limit), please provide links to documents on EnviroStor and/or Geotracker.

EnviroStor or Geotracker link to documents:

8. Regulatory Oversight Agency

Community-wide Assessment (CWA) Applications do not require a regulatory oversight agreement; however, DTSC will assign a project manager to oversee grant activities.

9. ECRG Activities and Budget Detail

Propose a scope of ECRG activities and associated budget that reflect activities that will be completed in a two-year timeframe.

Describe the capacity of the team to deliver and complete proposed ECRG activities. In 2000 characters or less. (20 points)

Per attached ECRG schedule, the City plans on preparing an open and competitive RFP to hire an environmental consultant and perform Phase I and II reports as part of a comprehensive summary of Community-wide Assessment of the City Park property and the Randolph Street ROW 22 parcels. The City is also partnering up with Communities for a Better Environment for the community outreach component and as a resource partner. At the conclusion of the assessment report, the city will re-evaluate the proposed re-uses and determine the level of soil remediation per the type of community benefit use that the City, our partner, and the community agree for the next investigation phase and through the development of planning tools such as the proposed TOD specific plan areas and the new aquatic center related to the enhancement of the public park.

Complete and upload the ECRG Schedule Attachment outlining tasks and the timeline that will be taken to finish the proposed activities within two years. (30 points)

Download the ECRG Schedule Attachment here:
<https://dtsc.ca.gov/wp-content/uploads/sites/31/2022/01/ECRG-Application-9-Schedule-2022.xlsx>

Any supplemental information or separately formatted schedules can be separately uploaded in the Additional information section.

The requested amount for Community-wide Assessment Applications should range from \$80K to \$300K.

Total dollars requested for ECRG activities (\$80k minimum)
\$300,000.00

If available, upload any cost estimates for the proposed scope of ECRG activities. If a cost estimate is uploaded here, please input the total amount in a single line item as 'Contracts' in the Budget Detail table below.

Cost Estimate

Who prepared this cost estimate? Applicant



Budget Detail

The estimated costs for each proposed task (e.g. Phase II Environmental Assessment, Human Health Risk Assessment, etc.) should be entered using the below.

The proposed task(s) and associated cost estimate should reflect activities that can be completed in a two-year timeframe. (50 points)

Refer to the ECRG Guidelines (<https://dtsc.ca.gov/ecrg/>) for eligible grant activities.

Note the **Excel** button on the right side will only export a copy of the budget records entered using the below.

To edit a record, use the  icon below.
To delete a record, use the  icon below.

Grantee Budgets

| Budget Period | Budget |
|--|---------|
| Task 1.1 - Develop RFP and Procure an Environmental Consultant and Public Outreach Consultant: 5/1/2022 to 8/31/2022 | 5,000 |
| Task 1.2, 1.3, and 1.4 - Kickoff Meeting and Project Team Coordination Meetings, Prepare, Initiate, and Implement a Public Outreach Plan, Including online engagement. Materials and equipment for Community Meetings/Workshops (Incl. Translator & Equipment): 9/1/2022 to 12/31/2022 | 17,500 |
| Task 2.1 - Create Brownfields Inventory - Gather and review all relevant documentation for Freedom Park site; Robert Keller Park; Raul Perez Park; Salt-Lake Park site review existing Phase I/II Reports and determine any deficiencies to address...: 1/1/2023 to 7/31/2023 | 15,000 |
| Task 2.2 through 2.5 - Initiate and Prepare 3 Phase I Reports and update 1 Phase I Report. Technical Advisory Committee Meetings with CBE. Initiate and prepare follow-up Phase II Reports. Study Sessions/Meetings w/City Planning Commission /City Council.: 1/1/2023 to 7/31/2022 | 167,500 |
| Tasks 3.1 - 3.2 - Prepare Health Risk Assessment Appendix; Prepare Environmental Justice Appendix; Prepare Community-Wide Assessment Report : 8/1/2023 to 12/31/2023 | 90,000 |
| Task 4.1 - Present Final ECRG Community-Wide Assessment Report to the Planning Commission, City Council, and public at-large. : 1/1/2024 to 4/30/2024 | 5,000 |
| Total | 300,000 |

Budget Snapshot

| | | |
|---|--|--------|
| Task 1.1 - Develop RFP and Procure an Environmental Consultant and Public Outreach Consultant | Task 1.2, 1.3, and 1.4 - Kickoff Meeting and Project Team Coordination Meetings, Prepare, Initiate, and Implement a Public Outreach Plan, Including online engagement. Materials and equipment for Community Meetings/Workshops (Incl. Translator & Equipment): 9/1/2022 to 12/31/2022 | Budget |
| 5/1/2022 to 8/31/2022 | | |
| Contracts (\$) | | |

Travel** (\$)

5/1/2022 to 8/31/2022

Other (specify type, \$)

Budget

Total

5,000

Describe additional funding that the applicant is in-process of, applied for, or has obtained to leverage environmental work, if any: :

No other funding is pending.

10. Community Engagement and Reuse Readiness

What is the proposed reuse for the site(s) ?

Park/open space, Nonprofit/Municipal uses, Other education, Nonprofit health services, Community Space, Other

Other, please specify:

Pedestrian/Bike Paths and Community Bus Shuttle Stops

Describe the community's need for the proposed reuse and the anticipated community benefits and outcomes of ECRG activities including how the proposed ECRG activity or proposed reuse plan is consistent with existing plans and documents. See the question below for example plans and documents. Describe the anticipated economic benefits including any quantitative metrics such as jobs created, number of housing units created, etc. 3500 characters or less. (20 points)

The City of Huntington Park is in severe need of better circulation and connectivity to current and proposed public transportation services, community services, and the overall need to add more leisurely and active recreation to improve the quality of life. The much needed pedestrian and bicycle paths currently and with the anticipated West Santa Ana Branch light-rail project, the opportunity to evaluate the ROW parcels is crucial and critical at this current juncture of the TOD specific plan developments. Additionally, the community will gain from a much needed aquatic recreation center that will serve as a much needed community cooling island of respite from the year-round hot temperatures that the City of Huntington Park suffers at a greater degree than most of the other cities in LA County due to the extreme air contamination and that fact that there is little open space on a per-capita basis when compared to most other parts of LA County.

What is the current zoning of the site(s)?

All four (4) park sites are designated as Open Space Zones.

What is the current land use designation of the site(s)?

:

Open Space

Land use maps are available in your local planning department's General Plan. For more information on land use, click here. If you need assistance in determining the land use for your site(s), please contact your local planning department or CCLR at ECRG@cclr.org

Is the site(s) in any of the following districts?

- Empowerment Zone
- Enterprise Zone
- Opportunity Zone
- Rural Renewal Zone
- Promise Zone
- Recycling Market Development Zone
- New Market Tax Credit Eligible Census Tract
- New Market Tax Credit Severe Distress or Non-Metropolitan Census Tract
- Business Improvement District, Community Facilities District, or other improvement

I don't know

Has the community been consulted by the current development team regarding the proposed reuse(s) or the environmental activities prior to submitting this application? (10 points)

No

Have local elected officials (mayor, city manager, city council, commissions, etc) been consulted on the proposed reuse(s)?

Yes

How did elected officials react to the proposed reuse?(10 points)

Enthusiastically Supported

Please describe the support and provide evidence or documentation (e.g. Support Letter):

So far only an email correspondence from Communities for a Better Environment has demonstrated support of our application (see attached). Also, a task will be incorporated as part of the Community Outreach Plan prepared by the Public Outreach consulted.

Provide a list of up to five (5) advocating entities who are supportive of the environmental work, the proposed reuse activities, and/or the decision to apply for the ECRG. (10 points)

Advocates are supportive of the application or may have a role in advancing the project, but are not part of the development team. Please include Name of entity, Type of Entity, Role and Contact and Email.

Examples of Entity Types include Local government, state government, private company, grassroots/ community groups, elected official, etc.

The ECRG team may follow up with these contacts.

| Contact Name | Name and Type of Entity | ECRG Role | Email/Cell Phone (enter preferred method) |
|--------------|-------------------------|-----------|---|
|--------------|-------------------------|-----------|---|

Select the community engagement activities that will continue and/or are planned to consult with the community on the proposed environmental work, reuse, and describe how these plans were developed. Please upload any existing community engagement plans that have been developed. (10 points if Community-wide Assessment or Investigation and 5 points if Cleanup)

Other community meeting(s) where the environmental work, reuse activities, or for the decision to apply for ECRG was a topic or agenda item, Engagement with local residents other events (farmer's market, school event, holiday event, etc.), Engagement with community groups at other events (farmer's market, school event, holiday event, etc.), Multilingual support (virtual or in-person), Social media engagement, Surveys

For selections made above, please provide a description of the activities planned.

All four (4) park sites are within high concentration of air contaminants per the CalEnviro Screen 3.0 scores which are all above the 75% threshold. The Salt-Lake Park has further evidence of previous City landfill/dump use and activities. Therefore, all site candidates should be assessed and explored for soil contamination due to the imports of refuse and from airborne contaminants for being in one of the worst sectors for air quality due to its geographic location from proximity to freeways and the Alameda heavy rail transportation system.

How does the proposed reuse address chronic inequities, resulting from lack of access to opportunity, and achieve equitable outcomes? Please describe in 3000 characters or less. (10 points)

By expanding recreational services to include indoor activities with new or expanded recreational facilities with indoor spaces that can be programmed, The residents of Huntington Park do not have to unnecessarily expose themselves to high concentrations of pollutants that can result in mild to severe respiratory complications, which discourages passive and active recreational activities. As it is, the demand for recreational space and activities is beyond the normal per-capita thresholds for normal park/open space per population ratios. The strategy is to focus on the park/open space properties that the City owns and controls to assess and figure out ways and strategies to maximize the utilization of the park properties to create a healthier avenue for residents to stay active and healthy without being compromised by poor levels of air quality.

11. Contracts

Does the applicant have practices in place to ensure competitive pricing through a procurement process for contracts over \$10,000? Yes

Describe how services will be contracted to ensure fair market costs for the ECRG activities (e.g. such as a Request for Proposals). If existing contracts will be used, also identify these contractor(s) and describe how the prior award(s) ensure fair market rates for the future ECRG work. Fair market pricing and competitive contracting policies are a requirement of this grant. 1000 characters or less. (10 points)

The City will prepare and post a competitive RFP to hire a qualified environmental firm that can prepare and produce PHASE I and II reports for approximately 22 parcels along the Randolph Street ROW route. The Salt-Lake Park already has Phase I and II reports, but might need coordination with updates.

Does your organization's contracting policy require diverse suppliers be included or do you intend to contract with diverse suppliers?

Yes

See the ECRG Application Guidelines or the link below for more information.

<https://dpsc.ca.gov/wp-content/uploads/sites/31/2021/12/CVCI-Small-Business-Program-QRG.pdf>

If you expect to contract with diverse suppliers, check all types that apply.

Select all diverse suppliers that apply: Minority owned business enterprise, Disabled veteran owned business enterprise, Women owned business enterprise, Small business enterprise, Disadvantaged business enterprise

Describe how the applicant has incorporated or plans to incorporate equitable principles that promote the inclusion of the selected group(s). In 500 characters or less. (10 points)

The City will work with our Director of Communications to ensure that the RFP process incorporates as many diverse suppliers described herein to ensure that the city fields as many diverse firms as possible. Based on the number of parcels to research and analyze, there could be more than one firm to hire to meet the amount of requested work and to ensure to meet schedule deadlines.

12. Documents

REQUESTED DOCUMENTS

ORGANIZATION DOCUMENTS

13. Additional Information

If there is any additional information you would like to submit with your application that was not covered, please include a brief description here in 3000 characters or less:

At this point, the only additional information that I can add is that the Planning Division Staff is all new within

community on these environmental issues, and are actively having conversations with Communities for a Better Environment that champions such causes and urges city officials to do more. The city is committed to being proactive in partnering up with our stakeholders to improve the quality of life for all that live and work in the City of Huntington Park.

How did you hear about ECRG?

Other

Other (please specify):

Gateway City COG

14. Equitable Development Grant Commitments

In previous sections of the ECRG application, you have provided information on approaches and/or strategies that are of particular interest to DTSC because they demonstrate a strong commitment to alleviating environmental burdens and creating equity for our priority communities. Therefore, additional points will be rewarded to applicants who agree to make equitable development aspects a grant commitment. The proposed grant commitments, if approved by DTSC, will be incorporated as metrics in the Grant Agreement.

Equitable Development Commitment must be presented as quantifiable metrics associated with the reuse to be completed within a specified timeline, for example, acres made available as open space, number of units available for housing, etc. Grant commitment target areas include, but are not limited to:

- Job Creation: Number of local jobs, short term jobs, long term jobs, etc.
- Preventing displacement: Services and opportunities focused on existing local residents and businesses or that will be easily accessible to existing residents and businesses
- Expanding mobility and connectivity: Increasing transportation access
- Developing healthier and safer communities: Uses and services that increase safety and access to healthier living
- Promoting or promotion of environmental justice: Activities that will lead to alleviation of pollution burdens for the local community

(10 points for Community-wide Assessments, 20 points for Investigations, and 30 points for Cleanups)

Would the applicant like to make grant commitments that will be incorporated as metrics into their Grant Agreement if awarded? Yes

Complete and upload the ECRG Grant Commitment attachment.

Download the ECRG Grant Commitment attachment here:

<https://dtsc.ca.gov/wp-content/uploads/sites/31/2022/01/ECRG-Application-14-Grant-Commitments-2022.xlsx>

15. Signature

Thank you for completing the ECRG Application. It will be reviewed for eligibility and scored if eligible.

The signatory below is an authorized representative of the applicant and certifies to the best of their knowledge and belief that the information contained in this application, including any attachments, is true and complete and accurately describes the applicant, the site, and related conditions.

The signatory below affirms that the applicant did not cause or contribute to the release or threatened release of a hazardous substance at the site(s) and is exempt from liability for any previous contamination at the site(s).

The signatory below affirms that the applicant will agree to and abide by the Grant Agreement if awarded. Any grant commitments identified in Section 14 will be included in the Grant Agreement. Grant Agreement terms and conditions are non-negotiable.

The applicant agrees to promptly inform DTSC of any changes that occur in the information contained in this application.

The applicant has read and accepts all terms stated in Section 15. Yes

After the application is submitted, you will receive an email message through DocuSign within 2 business days to sign and complete your application. Your application will not be scored until DTSC receives your signed application through DocuSign. If your application is not signed prior to April 8, 2022 it may not be considered.

If you do not receive the email from DocuSign within 2 business days of submitting, please contact ECRGInfo@dtsc.ca.gov.

DocuSigned by:

Luis Rodriguez

6B8FD3DF198345C...

Signature

4/7/2022

Date

Exhibit B – Site Map

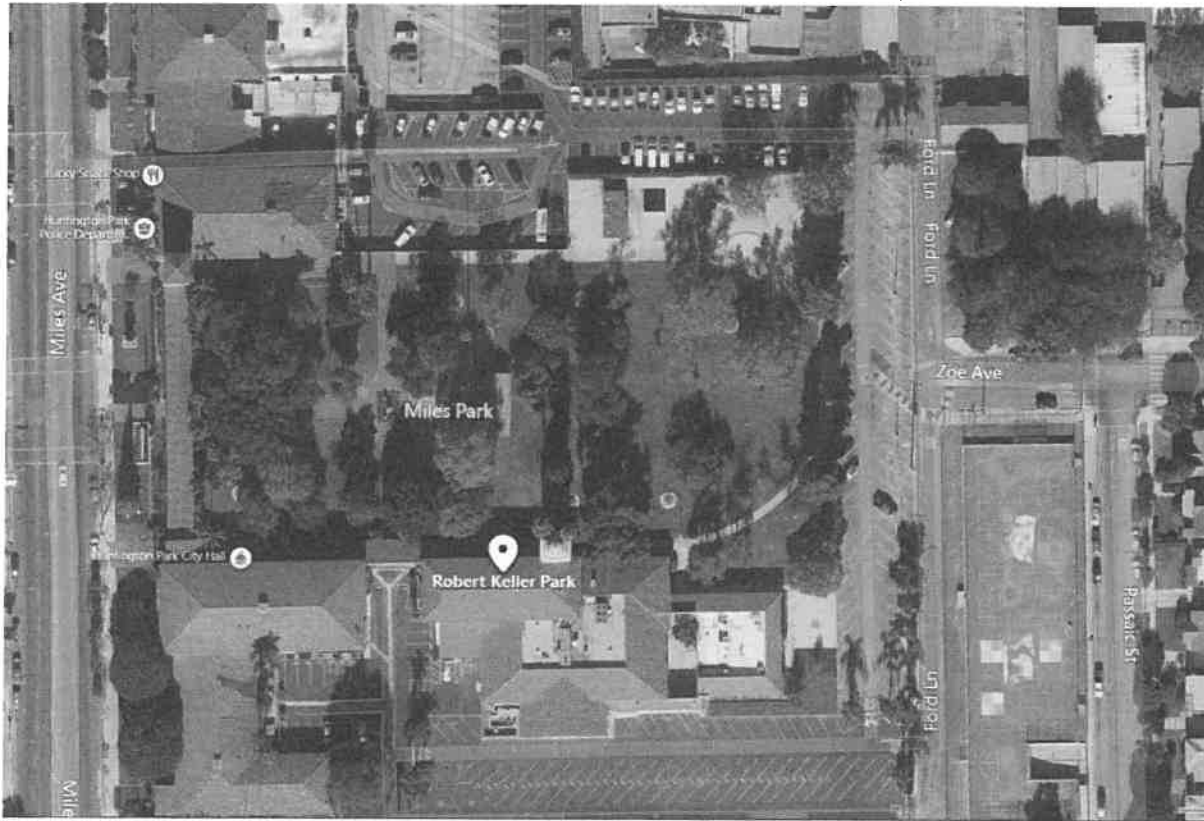
Freedom Park Site Map



Raul Perez Park Site Map



Robert Keller Park Site Map



Salt Lake Park Site Map

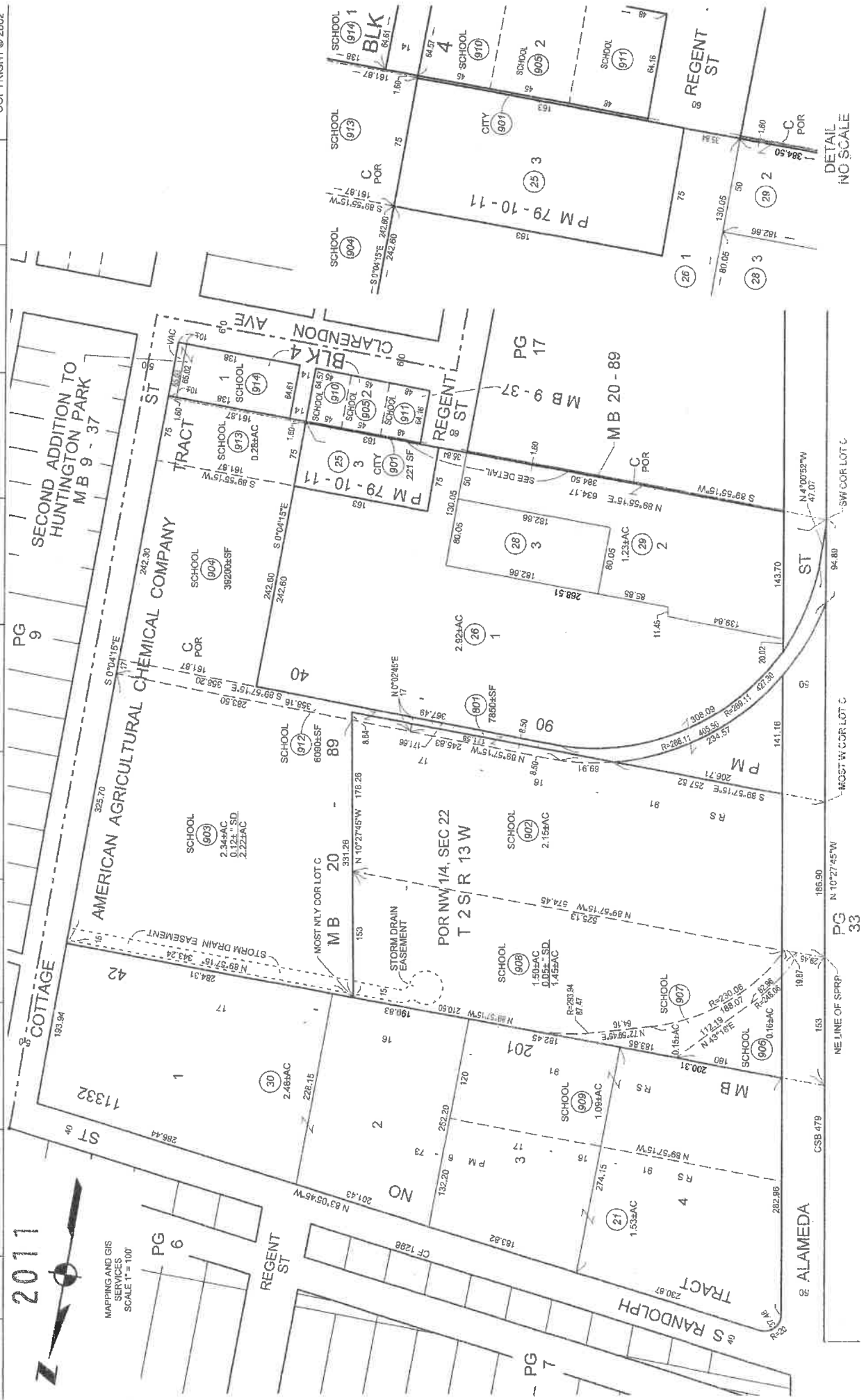


Exhibit C – Site Diagram

2011



MAPPING AND GIS
SERVICES
SCALE 1" = 100'



▼ Summary

AIN: 6321-008-902 1**Situs Address:**6208 ALAMEDA ST
HUNTINGTON PARK CA 90255-3503**Use Type:** Industrial**Parcel Type:** Government Owned, Exempt**Tax Rate Area:** 00590

Identifies the parcel's assessment category.

Parcel Status: ACTIVE**Create Date:** 03/24/2006**Delete Date:****Tax Status:** EXEMPT**Year Defaulted:****Exemption:** None**Building (0105) & Land Overview****Use Code:** 3100**Design Type:** 3800**Quality Class:** DX**# of Units:** 0**Beds/Baths:** 0/0**Building SqFt:** 32,753**Year Built:** 1942**Effective Year:** 1945**Land SqFt:** 93,379

(https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6321-008)

Parcel Map (https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6321-008) / Map Index
(https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6321-NDX)

| | 2022 Roll Preparation | | 2021 Current Roll | RC | Year | | 1975 Base Value |
|----|-----------------------|----|-------------------|----|------|----|-----------------|
| \$ | 245,189 | \$ | 0 | 0 | 0 | \$ | 155,449 |
| \$ | 0 | \$ | 0 | 0 | 0 | \$ | 68,003 |
| \$ | 245,189 | \$ | 0 | | | \$ | 223,452 |

Assessor's Responsible Division**District:** South District Office**Region:** 26**Cluster:** 26820 HP/MAYWD/BG/SG

South District Office (https://maps.google.com/?q=1401+E.+Willow+St.+Signal+Hill%2C+CA+90755) 📍

1401 E. Willow St.

Signal Hill, CA 90755

Phone: (562) 256-1701

Toll Free: 1 (888) 807-2111

M-F 7:30 am to 5:00 pm



Land Information

| | |
|-------------|------|
| Corner Lot: | No |
| Golf Front: | No |
| Horse Lot: | No |
| View: | None |

Zoning: (Refer Issuing Agency)
Code Split: No
Impairment: None

Situs Address:
6208 ALAMEDA ST HUNTINGTON PARK CA 90255-3503

Legal Description (for assessment purposes):
FOR DESC SEE ASSESSOR'S MAPS POR OF NW 1/4 OF SEC 22 T2S R13W

Use Code: 3100 (Industrial)
3 = Industrial
1 = Light Manufacturing
0 = Unused or Unknown Code (No Meaning)
0 = One Story

Building Information

SUBPART: 0105
Design Type: 3800
Quality Class: DX

of Units: 0
Beds/Baths: 0/0
Building SqFt: 32,753

Year Built: 1942
Effective Year: 1945
Depreciation: UC20 // 0

RCN Other: \$ 0
RCN Other Trended: \$ 0
Year Change: 1968

Design Type: 3800
3 = Industrial
8 = Parking Lot (Industrial Use Property)
0 = Unused or Unknown Code (No Meaning)
0 = Unused or Unknown Code (No Meaning)

SUBPART: 0205
Design Type: 3010
Quality Class: D5A

of Units: 0
Beds/Baths: 0/0
Building SqFt: 1,200

Year Built: 1934
Effective Year: 1945
Depreciation: NC45 // 0

RCN Other: \$ 0
RCN Other Trended: \$ 0
Year Change: 1968

Design Type: 3010
3 = Industrial
0 = Industrial
1 = Miscellaneous Industrial
0 = Unused or Unknown Code (No Meaning)

SUBPART: 0305
Design Type: 3300
Quality Class: SI

of Units: 0
Beds/Baths: 0/0
Building SqFt: 984

Year Built: 1960
Effective Year: 1960
Depreciation: NC40 / / 0

RCN Other: \$ 0
RCN Other Trended: \$ 0
Year Change: 1968

Design Type: 3300
3 = Industrial
3 = Warehousing, Distribution, Storage
0 = Unused or Unknown Code (No Meaning)
0 = Unused or Unknown Code (No Meaning)

SUBPART: 0405
Design Type: 1700
Quality Class: SX

of Units: 0
Beds/Baths: 0/0
Building SqFt: 150

Year Built: 1939
Effective Year: 1940
Depreciation: UC45 / / 0

RCN Other: \$ 0
RCN Other Trended: \$ 0
Year Change: 1968

Design Type: 1700
1 = Commercial
7 = Office Building
0 = Unused or Unknown Code (No Meaning)
0 = Unused or Unknown Code (No Meaning)

SUBPART: 0505
Design Type: 1700
Quality Class: D5B

of Units: 0
Beds/Baths: 0/0
Building SqFt: 2,645

Year Built: 1940
Effective Year: 1942
Depreciation: NC45 / / 0

RCN Other: \$ 0
RCN Other Trended: \$ 0
Year Change: 1968

Design Type: 1700
1 = Commercial
7 = Office Building
0 = Unused or Unknown Code (No Meaning)
0 = Unused or Unknown Code (No Meaning)

SUMMARY: *Total*

of Units: 0
Beds/Baths: 0/0
Building SqFt: 4,979
Avg SqFt/Unit:

♥ Events History

Ownership () Parcel Change ()

Show Re-Assessable Only: ☐

| Recording Date | Seq. # | Re-Assessed | # Parcels | % | Ver. Code | DTT Sale Price | Assessed Value |
|----------------|--------|-------------|-----------|-------|-----------|----------------|----------------|
| 10/22/2009 | 50 | No | 3 | 00%-0 | 3 | \$ 9 | \$ 0 |
| 02/45/1967 | 50 | Yes | | | | \$ 0 | \$ 0 |

▼ Assessment History

Show All: ☐ Hide Inactive Rolls: ☐

Showing 1 to 1 of 1 entries.

| Bill Number | Bill Type | Bill Status | Date to Auditor | Recording Date | Total Value | Land Value | Improvement Value |
|-------------|-----------|-------------|-----------------|----------------|-------------|------------|-------------------|
| 222-PSEG | | | | 10/22/2009 | \$ 245,189 | \$ 245,189 | |

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Contact Us (<https://assessor.lacounty.gov/contact-us/>) | Disclaimer ([disclaimer](#)) | FAQ ([faq](#))

PDB Effective Date: 03/27/2022

 (<https://facebook.com/LACAssessor>) (<https://www.twitter.com/LACASSESSOR>) (<https://www.linkedin.com/company/los-angeles-county-office-of-the-assessor>) (<https://youtube.com/LACAssessor>)

Summary

AIN: 6321-008-907

Situs Address:

Use Type: Vacant Land
Parcel Type: Government Owned, Exempt
Tax Rate Area: 00590

Parcel Status: ACTIVE
Create Date: 08/13/2009
Delete Date:
Tax Status: EXEMPT
Year Defaulted:
Exemption: None

Building & Land Overview

Use Code: 300V
Design Type:
Quality Class:

of Units:

Beds/Baths: /
Building SqFt: 0

Year Built:

Effective Year:
Land SqFt: 6,268



(<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6321-008>)

Parcel Map (<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6321-008>) / Map Index
 (<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6321-NDX>)

| | 2022 Roll Preparation | 2021 Current Roll | RC | Year | 2001 Base Value |
|----|-----------------------|-------------------|----|------|-----------------|
| \$ | 17,899 \$ | 0 | 0 | 0 | \$ 15,000 |
| \$ | 0 \$ | 0 | 0 | 0 | \$ 0 |
| \$ | 17,899 \$ | 0 | | \$ | 15,000 |

Assessor's Responsible Division

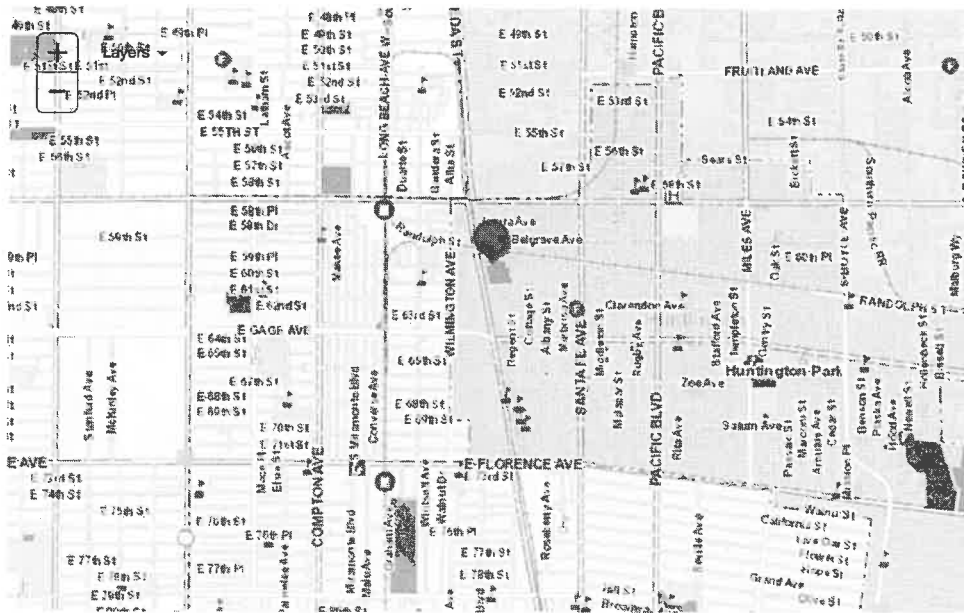
District: South District Office
Region: 26
Cluster: 26820 HP/MAYWD/BG/SG

South District Office (<https://maps.google.com/?q=1401+E.+Willow+St.+Signal+Hill%2C+CA+90755>)

1401 E. Willow St.
 Signal Hill, CA 90755

Phone: (562) 256-1701
 Toll Free: 1 (888) 807-2111
 M-F 7:30 am to 5:00 pm

Please set a location or search for an address.



▼ Building and Land Characteristics

Land Information

Use Code = 300V (Vacant Land)

Total SqFt (GIS): 6,268

Total SqFt (PDB):

Usable SqFt: 6,534

Acres:

Land W' x D': 0 x 0

Sewers: No

Flight Path: No

X-Traffic: No

Freeway: No

Corner Lot: No

Golf Front: No

Horse Lot: No

View: None

Zoning: (Refer Issuing Agency)
Code Split: No
Impairment: None

Situs Address:

Legal Description (for assessment purposes):

LAND DESC IN DOC 1242415,090813 PAR 7 POR OF NW 1/4 OF SEC 22 T2S R13W

Use Code: 300V (Vacant Land)

3 = Industrial

0 = Industrial

0 = Unused or Unknown Code (No Meaning)

V = Vacant Land

Building Information

SUBPART:

Design Type:

Quality Class:

of Units:

Beds/Baths: /

Building SqFt: 0

Year Built:

Effective Year:

Depreciation: //

RCN Other: \$ 0

RCN Other Trended: \$ 0

Year Change:

Design Type:

=

=

=

=

SUMMARY: *Total*

of Units: 0

Beds/Baths: 0/0

Building SqFt: 0

Avg SqFt/Unit:

Events History

Ownership ()

Parcel Change ()

Show Re-Assessable Only: ☐

| Recording Date | Seq. # | Re-Assessed | # Parcels | % | Ver. Code | DTT Sale Price | Assessed Value |
|----------------|--------|-------------|-----------|-------|-----------|----------------|----------------|
| 08/13/2009 | 50 | No | 4 | 00%-0 | 4 | \$ 9 | \$ 0 |
| 02/02/2001 | 50 | Yes | 1 | | 1 | \$ 15,000 | \$ 0 |
| 02/28/1983 | 50 | Yes | 1 | | A | \$ 0 | \$ 0 |

Assessment History

Show All: ☐ Hide Inactive Rolls: ☐


Showing 1 to 1 of 1 entries.

| Bill Number | Bill Type | Bill Status | Date to Auditor | Recording Date | Total Value | Land Value | Improvement Value |
|-------------|-----------|-------------|-----------------|----------------|-------------|------------|-------------------|
| 222-PSEG | | | | 08/13/2009 | \$ 17,899 | \$ 17,899 | \$ 0 |

PDB Effective Date: 03/27/2022

 (<https://facebook.com/LACAssessor>)

 (<https://www.twitter.com/LACASSESSOR>)

 (<https://www.linkedin.com/company/los-angeles-county-office-of-the-assessor>)

 (<https://youtube.com/L>)

Summary

AIN: 6321-008-908 ⁵

Situs Address:

6204 ALAMEDA ST
HUNTINGTON PARK CA 90255-3503

Use Type: Industrial

Parcel Type: Government Owned, Exempt

Tax Rate Area: 00590

Parcel Status: ACTIVE

Create Date: 08/13/2009

Delete Date:

Tax Status: EXEMPT

Year Defaulted:

Exemption: None

[▲] The Tax Rate Area (TRA) is a code that specifies an area having a certain combination of taxation districts resulting in a uniform tax rate for all properties in that area.

Building (0101) & Land Overview

Use Code: 3100

Design Type: 3100

Quality Class: SI

of Units: 0

Beds/Baths: 0/0

Building SqFt: 32,876

Year Built: 1930

Effective Year: 1930

Land SqFt: 64,143



(<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6321-008>)

Parcel Map (<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6321-008>) / Map Index

(<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6321-NDX>)

| | 2022 Roll Preparation | 2021 Current Roll | RC | Year | 1975 Base Value |
|----|-----------------------|-------------------|----|------|-----------------|
| \$ | 174,755 \$ | 0 | 0 | 0 \$ | 90,000 |
| \$ | 0 \$ | 0 | 0 | 0 \$ | 260,200 |
| \$ | 174,755 \$ | 0 | | \$ | 350,200 |

Assessor's Responsible Division

District: South District Office

Region: 26

Cluster: 26820 HP/MAYWD/BG/SG

South District Office (<https://maps.google.com/?q=1401+E.+Willow+St.+Signal+Hill%2C+CA+90755>)

1401 E. Willow St.

Signal Hill, CA 90755

Phone: (562) 256-1701

Toll Free: 1 (888) 807-2111

M-F 7:30 am to 5:00 pm

Please set a location or search for an address.



▼ Building and Land Characteristics

Land Information

Use Code = 3100 (Industrial)

Total SqFt (GIS): 64,143

Total SqFt (PDB):

Usable SqFt: 65,340

Acres:

Land W' x D': 0 x 0

Sewers: No

Flight Path: No

X-Traffic: No

Freeway: No

Corner Lot: No

Golf Front: No

Horse Lot: No

View: None

Zoning: (Refer Issuing Agency)
Code Split: No
Impairment: None

Situs Address:
 6204 ALAMEDA ST HUNTINGTON PARK CA 90255-3503

Legal Description (for assessment purposes):
 LAND DESC IN DOC 1242415,090813 PAR 4 POR OF NW 1/4 OF SEC 22 T2S R13W

Use Code: 3100 (Industrial)
 3 = Industrial
 1 = Light Manufacturing
 0 = Unused or Unknown Code (No Meaning)
 0 = One Story

Building Information

SUBPART: 0101
Design Type: 3100
Quality Class: SI

of Units: 0
Beds/Baths: 0/0
Building SqFt: 32,876

Year Built: 1930
Effective Year: 1930
Depreciation: UC40 / / 0

RCN Other: \$ 0
RCN Other Trended: \$ 0
Year Change:

Design Type: 3100
 3 = Industrial
 1 = Light Manufacturing
 0 = Unused or Unknown Code (No Meaning)
 0 = Unused or Unknown Code (No Meaning)

SUMMARY: Total

of Units: 0
Beds/Baths: 0/0
Building SqFt: 32,876
Avg SqFt/Unit:

Events History

Ownership () Parcel Change ()

Show Re-Assessable Only: ☐

| Recording Date | Seq. # | Re-Assessed | # Parcels | % | Ver. Code | DTT Sale Price | Assessed Value |
|----------------|--------|-------------|-----------|-------|-----------|----------------|----------------|
| 08/13/2009 | 50 | No | 4 | 00%-0 | 4 | \$ 9 \$ | 0 |

Assessment History

Show All: ☐ Hide Inactive Rolls: ☐

Showing 1 to 1 of 1 entries.

| Bill Number | Bill Type | Bill Status | Date to Auditor | Recording Date | Total Value | Land Value | Improvement Value |
|-------------|-----------|-------------|-----------------|----------------|---------------|------------|-------------------|
| 222-PSEG | | | | 08/13/2009 | \$ 174,755 \$ | 174,755 \$ | |

 (<https://facebook.com/LACAssessor>)

 (<https://www.twitter.com/LACASSESSOR>)

 (<https://www.linkedin.com/company/los-angeles-county-office-of-the-assessor>)

 (<https://youtube.com/LACASSESSOR>)

Summary

AIN: 6321-008-909 ⁴

Situs Address:

6114 ALAMEDA ST
HUNTINGTON PARK CA 90255-3502

Use Type: Industrial
Parcel Type: Government Owned, Exempt
Tax Rate Area: 00590

Parcel Status: ACTIVE
Create Date: 08/13/2009
Delete Date:
Tax Status: EXEMPT
Year Defaulted:
Exemption: None

Building (0103) & Land Overview

Use Code: 3310
Design Type: 1700
Quality Class: D5A

of Units: 0
Beds/Baths: 0/0
Building SqFt: 1,740

Year Built: 1952
Effective Year: 1952
Land SqFt: 47,028



(<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6321-008>)

Parcel Map (<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6321-008>) / Map Index
(<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6321-NDX>)

| | 2022 Roll Preparation | | 2021 Current Roll | RC | Year | | 1975 Base Value |
|----|-----------------------|----|-------------------|----|------|----|-----------------|
| \$ | 142,322 | \$ | 0 | 0 | 0 | \$ | 73,300 |
| \$ | 0 | \$ | 0 | 0 | 0 | \$ | 57,100 |
| \$ | 142,322 | \$ | 0 | | | \$ | 130,400 |

Assessor's Responsible Division

District: South District Office
Region: 26
Cluster: 26820 HP/MAYWD/BG/SG

South District Office (<https://maps.google.com/?q=1401+E.+Willow+St.+Signal+Hill%2C+CA+90755>)
1401 E. Willow St.
Signal Hill, CA 90755

Phone: (562) 256-1701
Toll Free: 1 (888) 807-2111
M-F 7:30 am to 5:00 pm



View: None

Zoning: (Refer Issuing Agency)
Code Split: No
Impairment: None

Situs Address:
6114 ALAMEDA ST HUNTINGTON PARK CA 90255-3502

Legal Description (for assessment purposes):
TR=11332 LAND DESC IN DOC 1242415, 090813 PAR 8 POR OF LOTS 3 AND 4

Use Code: 3310 (Industrial)
3 = Industrial
3 = Warehousing, Distribution, Storage
1 = Warehousing, Distribution, 10,000 to 24,999 SF
0 = One Story

Building Information

SUBPART: 0103
Design Type: 1700
Quality Class: D5A

of Units: 0
Beds/Baths: 0/0
Building SqFt: 1,740

Year Built: 1952
Effective Year: 1952
Depreciation: UC45 / / 0

RCN Other: \$ 0
RCN Other Trended: \$ 0
Year Change:

Design Type: 1700
1 = Commercial
7 = Office Building
0 = Unused or Unknown Code (No Meaning)
0 = Unused or Unknown Code (No Meaning)

SUBPART: 0203
Design Type: 3300
Quality Class: SI

of Units: 0
Beds/Baths: 0/0
Building SqFt: 7,240

Year Built: 1952
Effective Year: 1952
Depreciation: UC40 / / 0

RCN Other: \$ 0
RCN Other Trended: \$ 0
Year Change:

Design Type: 3300
3 = Industrial
3 = Warehousing, Distribution, Storage
0 = Unused or Unknown Code (No Meaning)
0 = Unused or Unknown Code (No Meaning)

SUBPART: 0303
Design Type: 3300
Quality Class: SI

of Units: 0
Beds/Baths: 0/0
Building SqFt: 8,840

Year Built: 1951
 Effective Year: 1951
 Depreciation: UC40 / 0

RCN Other: \$ 0
 RCN Other Trended: \$ 0
 Year Change:

Design Type: 3300

3 = Industrial

3 = Warehousing, Distribution, Storage

0 = Unused or Unknown Code (No Meaning)

0 = Unused or Unknown Code (No Meaning)

SUMMARY: Total

of Units: 0
 Beds/Baths: 0/0
 Building SqFt: 17,820
 Avg SqFt/Unit:

▼ Events History

Ownership () Parcel Change ()

Show Re-Assessable Only: ☐

| Recording Date | Seq. # | Re-Assessed | # Parcels | % | Ver. Code | DTT Sale Price | Assessed Value |
|----------------|--------|-------------|-----------|-------|-----------|----------------|----------------|
| 08/13/2009 | 50 | No | 4 | 00%-0 | 4 | \$ 9 | \$ 0 |

▼ Assessment HistoryShow All: ☐ Hide Inactive Rolls: ☐

Showing 1 to 1 of 1 entries.

| Bill Number | Bill Type | Bill Status | Date to Auditor | Recording Date | Total Value | Land Value | Improvement Value |
|-------------|-----------|-------------|-----------------|----------------|-------------|------------|-------------------|
| 222-PSEG | | | | 08/13/2009 | \$ 142,322 | \$ 142,322 | \$ |

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PDB Effective Date: 03/27/2022

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REVISE
3-15-58
710315502
790702405
770110809
A00202310005001-12

DocuSign Envelope ID: 2A06D861-E463-4E97-90CD-AC65A5C1411F

6322 9 PASSAIC ST. 100'

2003

SCALE 1" = 100'

PASSAIC ST.

SENTRY ST.

AVE.

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

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LOT 292

LOT 293

LOT 294

▼ Summary

AIN: 6322-009-904 6**Situs Address:**

Use Type: Other Property Type
Parcel Type: Government Owned, Exempt
Tax Rate Area: 00588 Identifies the parcel's assessment category.
Parcel Status: ACTIVE
Create Date:
Delete Date:
Tax Status: EXEMPT
Year Defaulted:
Exemption: None

Building & Land Overview

Use Code: 8800
Design Type:
Quality Class:

of Units:

Beds/Baths: /
Building SqFt: 0

Year Built:

Effective Year:
Land SqFt: 371,814



(<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6322-009>)

Parcel Map (<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6322-009>) / Map Index
 (<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6322-NDX>)

| | 2022 Roll Preparation | 2021 Current Roll | RC | Year | 1975 Base Value |
|----|-----------------------|-------------------|----|------|-----------------|
| \$ | 708,339 \$ | 0 | 0 | 0 | \$ 553,000 |
| \$ | 0 \$ | 0 | 0 | 0 | \$ 0 |
| \$ | 708,339 \$ | 0 | | \$ | 553,000 |

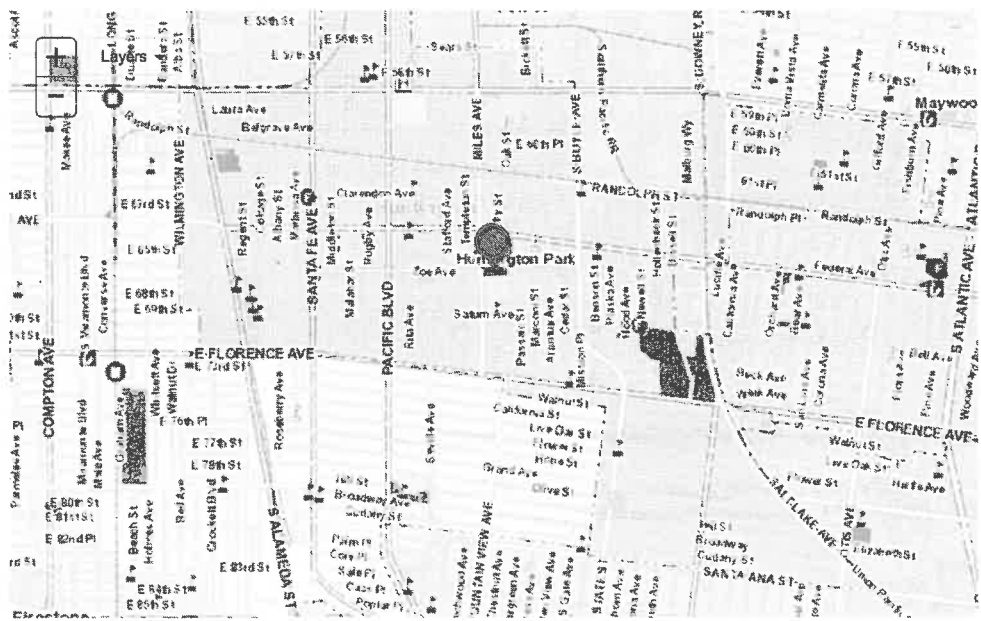
Assessor's Responsible Division

District: Hall of Administration
Region: 22
Cluster: 22147

Hall of Administration (<https://maps.google.com/?q=500+W.+Temple+St.+Room+180+Los+Angeles%2C+CA+90012-2770>)
 500 W. Temple St. Room 180
 Los Angeles, CA 90012-2770

Phone: (213) 974-3108
 Toll Free: 1 (888) 807-2111
 M-F 7:30 am to 5:00 pm

Please set a location or search for an address.



Building and Land Characteristics

Land Information

Use Code = 8800 (Other Property Type)
Total SqFt (GIS): 371,814
Total SqFt (PDB):
Usable SqFt: 0
Acres:
Land W' x D': 0 x 0

Sewers:
Flight Path:
X-Traffic:
Freeway:

Corner Lot:
Golf Front:
Horse Lot:
View:

Zoning: (Refer Issuing Agency)

Code Split:

Impairment: None

Situation Address:

Legal Description (for assessment purposes):

LOT COM N ON W LINE OF LOT 1 TR NO 1365 343.97 FT AND N 88°19' E 12 FT FROM SW COR OF SD LOT TH N 88°19' E TO W LINE OF FORD LANE TH N THEREON 548.44 FT TH S 88°19' W 235.55 FT TH N 1°41' W 224.27 FT TH S 88°19' W 161.13 FT TH S 1°41' E 120.46 FT TH S 88°19' W TO E LINE OF MILES AVE TH S THEREON TO BEG PART OF LOT 1 TRACT NO 1365 AND PART OF LOT A TRACT NO 1349

Use Code: 8800 (Other Property Type)

8 = Miscellaneous

8 = Government Owned Property

0 = Unused or Unknown Code (No Meaning)

0 = Unused or Unknown Code (No Meaning)

Building Information

SUBPART:

Design Type:

Quality Class:

of Units:

Beds/Baths: /

Building SqFt: 0

Year Built:

Effective Year:

Depreciation: //

RCN Other: \$ 0

RCN Other Trended: \$ 0

Year Change:

Design Type:

=

=

=

=

SUMMARY: Total

of Units: 0

Beds/Baths: 0/0

Building SqFt: 0

Avg SqFt/Unit:

▼ Events History

Ownership ()

Parcel Change ()

Show Re-Assessable Only: ☐

| Recording Date | Seq. # | Re-Assessed | # Parcels | % | Ver. Code | DTT Sale Price | Assessed Value |
|----------------|--------|-------------|-----------|-------|-----------|----------------|----------------|
| 05/24/1973 | 50 | Yes | 1 | 00%-0 | 1 | \$ 9 | \$ 0 |

▼ Assessment History

Show All: ☐ Hide Inactive Rolls: ☐

Showing 1 to 1 of 1 entries.

| Bill Number | Bill Type | Bill Status | Date to Auditor | Recording Date | Total Value | Land Value | Improvement Value |
|-------------|-----------|-------------|-----------------|----------------|-------------|------------|-------------------|
| 222-PSEG | | | | 05/24/1973 | \$ 708,339 | \$ 708,339 | |

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 <https://www.linkedin.com/company/los-angeles-county-office-of-the-assessor>

 <https://youtube.com/LACAssessor>

Summary

AIN: 6324-018-902 7

Situs Address:

Use Type: Other Property Type
Parcel Type: Government Owned, Exempt
Tax Rate Area: 00588

Parcel Status: ACTIVE
Create Date:
Delete Date:
Tax Status: EXEMPT
Year Defaulted:
Exemption: None

Building & Land Overview

Use Code: 8800
Design Type:
Quality Class:

of Units:

Beds/Baths: /
Building SqFt: 0

Year Built:

Effective Year:
Land SqFt: 634,207



(<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6324-018>)

Parcel Map (<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6324-018>) / Map Index
 (<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6324-NDX>)

| | 2022 Roll Preparation | 2021 Current Roll | RC | Year | 1975 Base Value |
|----|-----------------------|-------------------|----|------|-----------------|
| \$ | 927,375 \$ | 0 | 0 | 0 \$ | 724,000 |
| \$ | 0 \$ | 0 | 0 | 0 \$ | 0 |
| \$ | 927,375 \$ | 0 | | \$ | 724,000 |

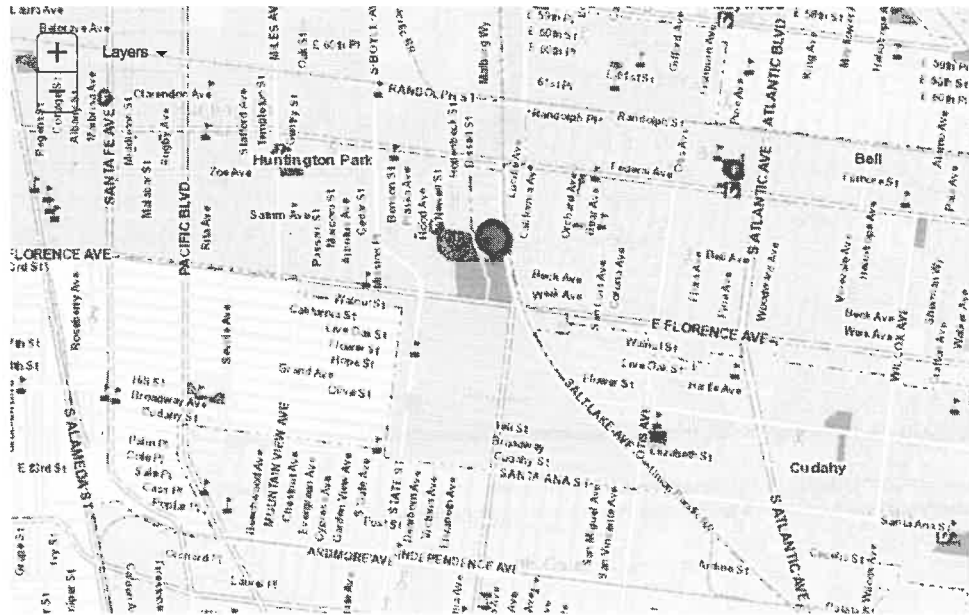
Assessor's Responsible Division

District: Hall of Administration
Region: 22
Cluster: 22147

Hall of Administration (<https://maps.google.com/?q=500+W.+Temple+St.+Room+180+Los+Angeles%2C+CA+90012-2770>)
 500 W. Temple St. Room 180
 Los Angeles, CA 90012-2770

Phone: (213) 974-3108
 Toll Free: 1 (888) 807-2111
 M-F 7:30 am to 5:00 pm

Please set a location or search for an address.



Building and Land Characteristics

Land Information

Use Code = 8800 (Other Property Type)

Total SqFt (GIS): 634,207

Total SqFt (PDB):

Usable SqFt: 0

Acres:

Land W' x D': 0 x 0

Sewers:

Flight Path:

X-Traffic:

Freeway:

Corner Lot:

Golf Front:

Horse Lot:

View:

Zoning: (Refer Issuing Agency)

Code Split:

Impairment: None

Situs Address:

Legal Description (for assessment purposes):

LOT COM AT NW COR OF LOT 19 GRIDER AND HAMILTON'S BELL TR TH S 82°45' E TO SW LINE OF SALT LAKE AVE TH SE THEREON TO N LINE OF FLORENCE AVE TH W ON SD N LINE TO NE LINE OF LAND DESC IN O R 7897-216 TO L A CITY TH N 13°54' 21" W TO E LINE OF BISSELL ST TH N AND FOLLOWING SD ST TO A PT S 13°54'21" E FROM BEG TH N 13°54'21" W TO BEG PART OF SAN ANTONIO RANCHO AND PART OF LOTS 19 AND 20 GRIDER AND HAMILTON'S BELL TRACT

Use Code: 8800 (Other Property Type)

8 = Miscellaneous

8 = Government Owned Property

0 = Unused or Unknown Code (No Meaning)

0 = Unused or Unknown Code (No Meaning)

Building Information

SUBPART:

Design Type:

Quality Class:

of Units:

Beds/Baths: /

Building SqFt: 0

Year Built:

Effective Year:

Depreciation: //

RCN Other: \$ 0

RCN Other Trended: \$ 0

Year Change:

Design Type:

=

=

=

=

SUMMARY: Total

of Units: 0

Beds/Baths: 0/0

Building SqFt: 0

Avg SqFt/Unit:

▼ Events History

Ownership ()

Parcel Change ()

Show Re-Assessable Only: ☐

| Recording Date | Seq. # | Re-Assessed | # Parcels | % | Ver. Code | DTT Sale Price | Assessed Value |
|----------------|--------|-------------|-----------|-------|-----------|----------------|----------------|
| 00/00/1971 | 50 | Yes | 1 | 00%-0 | 1 | \$ 9 | \$ 0 |

▼ Assessment HistoryShow All: ☐ Hide Inactive Rolls: ☐

Showing 1 to 1 of 1 entries.

| Bill Number | Bill Type | Bill Status | Date to Auditor | Recording Date | Total Value | Land Value | Improvement Value |
|-------------|-----------|-------------|-----------------|----------------|-------------|------------|-------------------|
| 222-PSEG | | | | 00/00/1971 | \$ 927,375 | \$ 927,375 | \$ |

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 <https://www.twitter.com/LACASSESSOR>

 <https://www.linkedin.com/company/los-angeles-county-office-of-the-assessor>

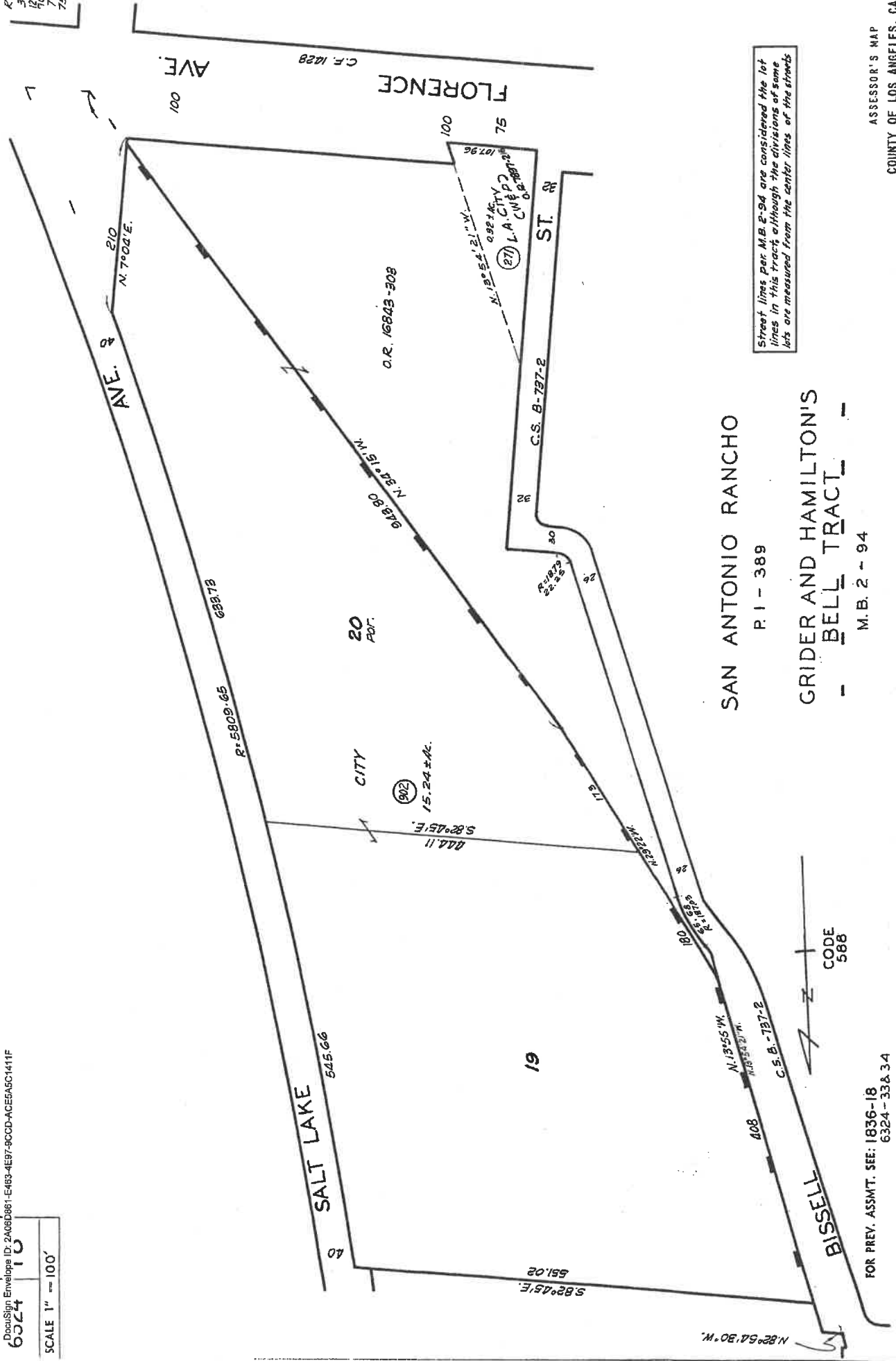
 <https://youtube.com/LACAssessor>

REVISED
3-15-58
12-5-61
100215
711001514
750123001

DocuSign Envelope ID: 2A06D861-E463-4E97-9CCD-ACE5A5C1411F

6324 10

SCALE 1" = 100'



SAN ANTONIO RANCHO

P. 1 - 389

GRIDER AND HAMILTON'S
BELL TRACT

M.B. 2 - 94

CODE
588

FOR PREV. ASSMT. SEE: 1836-18
6324 - 33 & 34

Street lines per M.B. 2-94 are considered the lot lines in this tract although the divisions of some lots are measured from the center lines of the streets

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

Summary

AIN: 6324-033-901 7

Situs Address:

Use Type: Other Property Type
 Parcel Type: Government Owned, Exempt
 Tax Rate Area: 00588

Parcel Status: **ACTIVE**
 Create Date:
 Delete Date:
 Tax Status: **EXEMPT**
 Year Defaulted:
 Exemption: None

Building & Land Overview

Use Code: 8900
 Design Type:
 Quality Class:

of Units:

Beds/Baths: /
 Building SqFt: 0

Year Built:

Effective Year:
 Land SqFt: 351,123



(<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6324-033>)

Parcel Map (<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6324-033>) / Map Index
 (<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6324-NDX>)

| | 2022 Roll Preparation | | 2021 Current Roll | RC | Year | | 1975 Base Value |
|----|-----------------------|----|-------------------|----|------|----|-----------------|
| \$ | 587,934 | \$ | 0 | 0 | 0 | \$ | 459,000 |
| \$ | 0 | \$ | 0 | 0 | 0 | \$ | 0 |
| \$ | 587,934 | \$ | 0 | | | \$ | 459,000 |

Assessor's Responsible Division

District: Hall of Administration
 Region: 28
 Cluster: 28605 INACTIVE DISPOS

Hall of Administration (<https://maps.google.com/?q=500+W.+Temple+St.+Room+180+Los+Angeles%2C+CA+90012-2770>)
 500 W. Temple St. Room 180
 Los Angeles, CA 90012-2770

Phone: (213) 974-3108
 Toll Free: 1 (888) 807-2111
 M-F 7:30 am to 5:00 pm

Please set a location or search for an address.



▼ Building and Land Characteristics

Land Information

Use Code = 8900 (Other Property Type)

Total SqFt (GIS): 351,123

Total SqFt (PDB):

Usable SqFt: 0

Acres:

Land W' x D': 0 x 0

Sewers:

Flight Path:

X-Traffic:

Freeway:

Corner Lot:

Golf Front:

Horse Lot:

View:

Zoning: (Refer Issuing Agency)

Code Split:

Impairment: None

Situation Address:

Legal Description (for assessment purposes):

SAN ANTONIO RANCHO LOT (EX LAND DESC IN O R 7897-216 TO L A CITY DEPT OF WATER AND POWER) COM AT NE COR OF LOT 15 TR NO 2588 TH E ON E PROLONGA- TION OF N LINE OF SD LOT TO SW LINE OF BISSELL ST TH SE THEREON TO N LINE OF FLORENCE AVE TH W THEREON TO E LINE OF LOT 28 SD TR TH N 18'49" E TO BEG

Use Code: 8900 (Other Property Type)

8 = Miscellaneous

9 = Dump Site

0 = Unused or Unknown Code (No Meaning)

0 = Unused or Unknown Code (No Meaning)

Building Information

SUBPART:

Design Type:

Quality Class:

of Units:

Beds/Baths: /

Building SqFt: 0

Year Built:

Effective Year:

Depreciation: //

RCN Other: \$ 0

RCN Other Trended: \$ 0

Year Change:

Design Type:

=

=

=

=

SUMMARY: Total

of Units: 0

Beds/Baths: 0/0

Building SqFt: 0

Avg SqFt/Unit:

Events History

Ownership ()

Parcel Change ()

Show Re-Assessable Only: ☐

| Recording Date | Seq. # | Re-Assessed | # Parcels | % | Ver. Code | DTT Sale Price | Assessed Value |
|----------------|--------|-------------|-----------|-------|-----------|----------------|----------------|
| 00/00/1971 | 50 | Yes | 1 | 00%-0 | 1 | \$ 9 | \$ 0 |

Assessment History

Show All: ☐ Hide Inactive Rolls: ☐

Showing 1 to 1 of 1 entries.

| Bill Number | Bill Type | Bill Status | Date to Auditor | Recording Date | Total Value | Land Value | Improvement Value |
|-------------|-----------|-------------|-----------------|----------------|-------------|------------|-------------------|
| 222-PSEG | | | | 00/00/1971 | \$ 587,934 | \$ 587,934 | |

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 (<https://www.linkedin.com/company/los-angeles-county-office-of-the-assessor>)

 (<https://youtube.com/>)

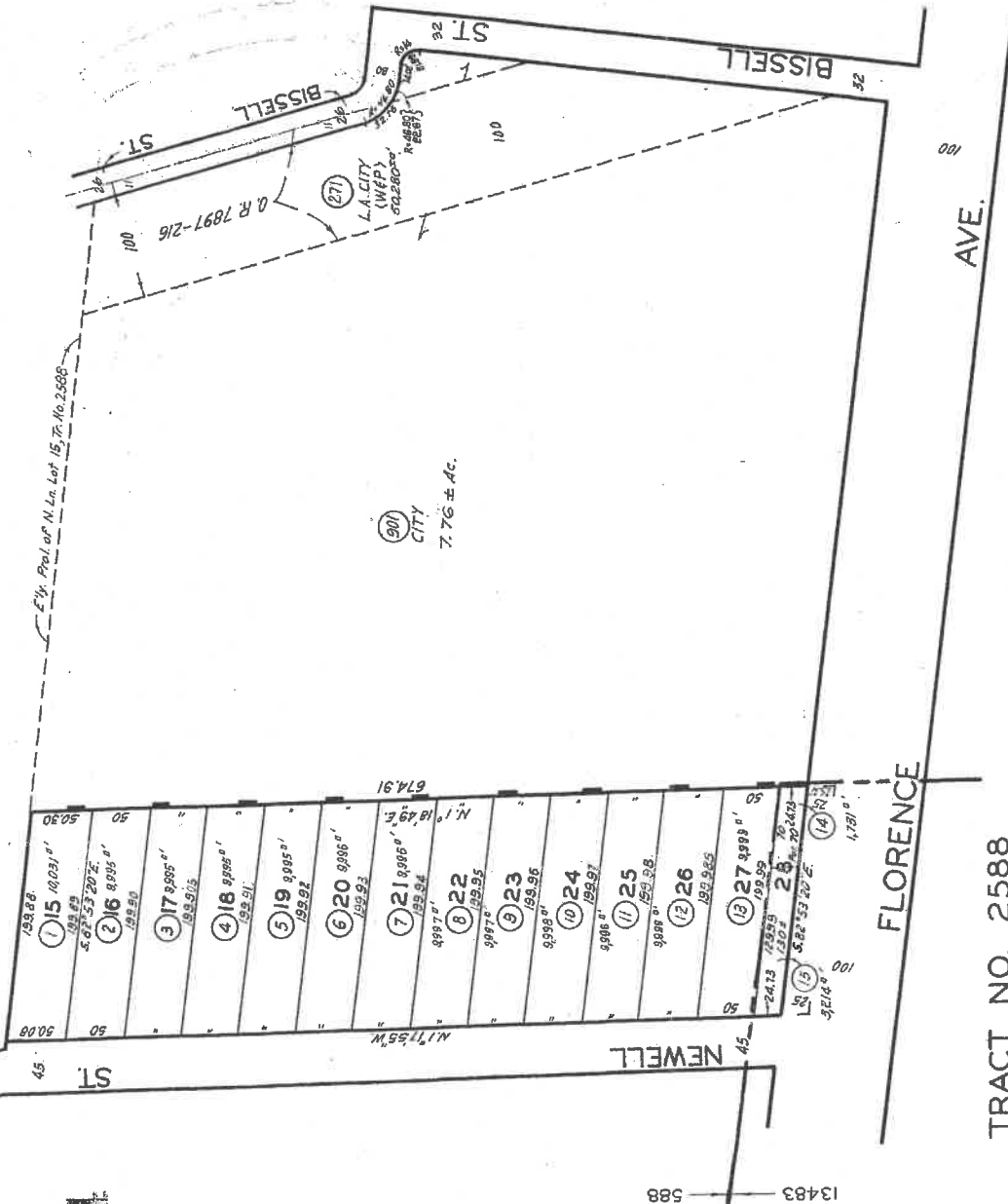
REVISED
7/03/2004
7/11/001 614
750/235022
2003/020

DocuSign Envelope ID: 2A06D861-E463-4E97-90CD-ACE5A5C1411F

6324 33

SCALE 1" = 100'

2004



TRACT NO. 2588

M.B. 25 - 55

SAN ANTONIO RANCHO

P. 1 - 389

CODE
588
13483

FOR PREV. ASSM'T. SEE: 419 - 9 & 30

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

▼ Summary

AIN: 6324-034-901 5**Situs Address:**

Use Type: Other Property Type
Parcel Type: Government Owned, Exempt
Tax Rate Area: 00588

Parcel Status: ACTIVE
Create Date:
Delete Date:
Tax Status: EXEMPT
Year Defaulted:
Exemption: None

Building & Land Overview

Use Code: 8900
Design Type:
Quality Class:

of Units:

Beds/Baths: /
Building SqFt: .0

Year Built:

Effective Year:
Land SqFt: 469,998



(<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6324-034>)

Parcel Map (<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6324-034>) / Map Index
 (<https://maps.assessor.lacounty.gov/GeoCortex/Essentials/PAIS/REST/sites/PAIS/VirtualDirectory/AssessorMaps/ViewMap.html?val=6324-NDX>)

| | 2022 Roll Preparation | 2021 Current Roll | RC | Year | 1975 Base Value |
|----|-----------------------|-------------------|----|------|-----------------|
| \$ | 762,138 \$ | 0 | 0 | 0 \$ | 595,000 |
| \$ | 0 \$ | 0 | 0 | 0 \$ | 0 |
| \$ | 762,138 \$ | 0 | | \$ | 595,000 |

Assessor's Responsible Division

District: Hall of Administration
Region: 22
Cluster: 22147

Hall of Administration (<https://maps.google.com/?q=500+W.+Temple+St.+Room+180+Los+Angeles%2C+CA+90012-2770>)
 500 W. Temple St. Room 180
 Los Angeles, CA 90012-2770

Phone: (213) 974-3108
 Toll Free: 1 (888) 807-2111
 M-F 7:30 am to 5:00 pm

Please set a location or search for an address.



Building and Land Characteristics

Land Information

Use Code = 8900 (Other Property Type)

Total SqFt (GIS): 469,998

Total SqFt (PDB):

Usable SqFt: 0

Acres:

Land W' x D': 0 x 0

Sewers:

Flight Path:

X-Traffic:

Freeway:

Corner Lot:

Golf Front:

Horse Lot:

View:

Zoning: (Refer Issuing Agency)

Code Split:

Impairment: None

Situs Address:

Legal Description (for assessment purposes):

SAN ANTONIO RANCHO LOT COM AT INTER- SECTION OF SW LINE OF LAND DESC IN OR 7897-216 TO L A CITY DEPT OF WATER AND POWER WITH E PROLONGATION OF N LINE OF LOT 15 TR NO 2588 TH NW ON SD SW LINE TO S LINE OF SATURN AVE TH W THEREON AND S ON E LINE OF NEWHALL ST TO N LINE OF SD LOT TH S 82°56'35" E TO BEG

Use Code: 8900 (Other Property Type)

8 = Miscellaneous

9 = Dump Site

0 = Unused or Unknown Code (No Meaning)

0 = Unused or Unknown Code (No Meaning)

Building Information

SUBPART:

Design Type:

Quality Class:

of Units:

Beds/Baths: /

Building SqFt: 0

Year Built:

Effective Year:

Depreciation: //

RCN Other: \$ 0

RCN Other Trended: \$ 0

Year Change:

Design Type:

=

=

=

=

SUMMARY: **Total**

of Units: 0

Beds/Baths: 0/0

Building SqFt: 0

Avg SqFt/Unit:

▼ Events History

Ownership ()

Parcel Change ()

Show Re-Assessable Only: ☐

| Recording Date | Seq. # | Re-Assessed | # Parcels | % | Ver. Code | DTT Sale Price | Assessed Value |
|----------------|--------|-------------|-----------|-------|-----------|----------------|----------------|
| 00/00/1971 | 50 | Yes | 1 | 00%-0 | 1 | \$ 9 | \$ 0 |

▼ Assessment HistoryShow All: ☐ Hide Inactive Rolls: ☐

Showing 1 to 1 of 1 entries.

| Bill Number | Bill Type | Bill Status | Date to Auditor | Recording Date | Total Value | Land Value | Improvement Value |
|-------------|-----------|-------------|-----------------|----------------|-------------|------------|-------------------|
| 222-PSEG | | | | 00/00/1971 | \$ 762,138 | \$ 762,138 | |

 (<https://facebook.com/LACAssessor>)

 (<https://www.twitter.com/LACASSESSOR>)

 (<https://www.linkedin.com/company/los-angeles-county-office-of-the-assessor>)

 (<https://youtube.com/l>)

REVISED
6/7/2/26/15
700225
7103262204
710607203
711001314
720408412
750123802

100'



SAN ANTONIO RANCHO

339-1-2

FOR PREV. ASSM'T. SEE: 419-9

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

Exhibit D – Site Access Agreement

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Exhibit E – Scope of ECRG Activities

Section 9: ECRG Schedule

| Status/Schedule for next 2 years | | | | | |
|---|---|-----------------------------|----------------------------------|--|--|
| Community-Wide Assessment | Status (Assume Grant begins June 2022) | Start Date (mm/yyyy) | Completion Date (mm/yyyy) | Add brief description/comments | |
| Tasks 1.1, 1.2 - Select Consultant(s); Kickoff Mtg.; | Scheduled | May-22 | Aug-22 | Prepare and post RFP, review submittals and conduct selection panel. Coordinate the Kickoff meeting and present project schedule and tasks. | |
| Tasks 1.3, 1.4 - Community engagement - Prepare and initiate outreach plan with online engagement; prepare materials for meetings/workshops; | Planned | Sep-22 | 22-Dec | Work with selected community outreach organization to effectively communicate and educate the City's stake holders of identifying and documenting the candidate sites for contamination and the potential for reuse. | |
| Tasks 2.1 - 2.5 - Create Brownfields Inventory; Conduct Phase I ESAs; Technical Advisory Team Meetings; Conduct Phase IIs; Conduct Study Sessions with Planning Commission and City Council | Expected number of Phase I Reports: 4 | Jan-23 | Jul-23 | Coordinate with DTSC for data information of selected Brownfield sites. Initiate Phase 1 reports for the sites, and prepare Phase II report; conduct study sessions with City officials. | |
| Tasks 3.1 - 3.2 - Prepare Health Risk Assessment Appendix; Prepare Environmental Justice Appendix; Prepare Community-Wide Assessment Report | Planned. | Aug-23 | Dec-23 | Prepare supporting documentation to the Community-Wide Assessment, and the coordinate with consultants in the preparation of comprehensive assessment report. | |
| Task 4.1 - Present Final ECRG Community-Wide Assessment Report to the Planning Commission, City Council, and public at-large. | Planned | Jan-24 | Apr-24 | Coordinate with consultants to present final findings and report to elected officials, community, and stakeholders. | |
| [Add additional tasks, if needed, using additional lines.] | | | | | |
| Environmental Investigation Grant Schedule | Status (Assume Grant begins June 2022) | Start Date (mm/yyyy) | Completion Date (mm/yyyy) | Add brief description/comments | |
| [Select regulatory oversight agreement type] | [Select Status from drop-down] | | | | |
| Hire Consultant(s) | [Select Status from drop-down] | | | | |
| Phase I Environmental Site Assessment | [Select Status from drop-down] | | | | |
| Phase II Environmental Site Assessment/Preliminary | [Select Status from drop-down] | | | | |
| Endangerment Assessment | [Select Status from drop-down] | | | | |
| Site Characterization | [Select Status from drop-down] | | | | |
| Risk Assessment | [Select Status from drop-down] | | | | |
| [Select Remedy Selection document] | [Select Status from drop-down] | | | | |
| [Select California Environmental Quality Act document for Cleanup Plan] | [Select Status from drop-down] | | | | |
| Community Engagement | [Select Status from drop-down] | | | | |
| [Add additional tasks, if needed, using additional lines] | | | | | |
| Environmental Cleanup Grant Schedule | Status (Assume Grant begins June 2022) | Start Date (mm/yyyy) | Completion Date (mm/yyyy) | Add brief description/comments | |
| [Select regulatory oversight agreement type] | [Select Status from drop-down] | | | | |
| Hire Consultants | [Select Status from drop-down] | | | | |
| Additional Investigation | [Select Status from drop-down] | | | | |
| [Select Remedy Selection document] | [Select Status from drop-down] | | | | |

| [Select California Environmental Quality Act document for Cleanup Plan] | Select Status from drop-down] | | | | |
|---|-------------------------------|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Remedy Design, if required by regulatory agency Implementation/Field Work | Select Status from drop-down] | | | | |
| Cleanup Report/Implementation Report | Select Status from drop-down] | | | | |
| Community Engagement | Select Status from drop-down] | | | | |
| [Add additional tasks, if needed, using additional lines] | | | | | |

Note: For activities with a status other than "Complete" or "Not Applicable, provide start and completion date in the schedule. Enter in a Completion Date for "Complete" status activities.

Exhibit F – ECRG Activities Budget Detail Table

GRANT INFORMATION

Organization Name
City of Huntington Park
Reference Number
R-202202-00764
Amount Requested
\$300,000
Generated Date
5/25/2022

| | | | | | |
|--|--|--|---|---|---|
| Task 1.1 - Develop RFP and Procure an Environmental Consultant and Public Outreach | Task 1.2, 1.3, and 1.4 - Kickoff Meeting and Project Team Coordination Meetings. Prepare, Initiate, and Implement a Public Outreach Plan; Including online engagement. Materials and equipment for Community Meetings/Workshops (Incl. Translator & Equipment) | Task 2.1 - Create Brownfields Inventory - Gather and review all relevant documentation for Freedom Park site; Robert Keller Park; Raul Perez Park; Salt-Lake Park site review existing Phase I/II Reports and determine any deficiencies to address... | Task 2.2 through 2.5 - Initiate and Prepare 3 Phase I Reports and update 1 Phase I Report. Technical Advisory Committee Meetings with CBE. Initiate and prepare follow-up Phase II Reports. Study Sessions/Meetings w/City Planning Commission /City Council. | Tasks 3.1 - 3.2 - Prepare Health Risk Assessment Appendix; Prepare Environmental Justice Appendix; Prepare Community-Wide Assessment Report | Task 4.1 - Present Final ECRG Community-Wide Assessment Report to the Planning Commission, City Council, and public at large. |
| | Budget | Budget | Budget | Budget | Budget |
| | 17,500.00 | 15,000.00 | 167,500.00 | 90,000.00 | 1/1/2024 to 4/30/2024 |
| | 5,000.00 | | | | |
| | 5,000.00 | 15,000.00 | 167,500.00 | 90,000.00 | 5,000.00 |
| Total | | | | | 300,000.00 |
| Total Budget | | | | | 290,000.00 |
| Total Budget | | | | | 10,000.00 |
| Total Budget | | | | | 0.00 |
| Total Budget | | | | | 0.00 |

Huntington Park - ECRG Community-Wide Assessment Project Budget - 2022-2024

| TASKS | BUDGET |
|---|----------------------|
| Task 1.1 - Develop RFP and Procure an Environmental Consultant and Public Outreach Consultant | \$ 5,000.00 |
| Task 1.2 - Kickoff Meeting and Project Team Coordination Meetings | \$5,000 |
| Task 1.3 - Prepare, Initiate, and Implement a Public Outreach Plan; Including online engagement. | \$10,000 |
| Task 1.4 - Materials and equipment for Community Meetings/Workshops (Including Translator & Equipment) | \$2,500 |
| Task 2.1 - Create Brownfields Inventory - Gather and review all relevant documentation for Freedom Park site (10 parcels - 1.57 acres); Robert Keller Park (1 parcel - 8.53 acres); Raul Perez Park (5 parcels - 5.01 acres); Salt-Lake Park site (3 parcels - 33.41 acres) review existing Phase I and II Reports and determine any deficiencies to address and required/necessary updates. | \$ 15,000.00 |
| Task 2.2 - Initiate and Prepare 3 Phase I Reports and update 1 Phase I Report | \$100,000 |
| Task 2.3 - Technical Advisory Committee Meetings with CBE | \$10,000 |
| Task 2.4 - Initiate and prepare follow-up Phase II Reports | \$50,000 |
| Task 2.5 - Study Sessions and Meetings with City Planning Commission and City Council | \$7,500 |
| Task 3.1 - Prepare Health Risk Assessment Appendix | \$ 20,000.00 |
| Task 3.2 - Prepare Environmental Justice Appendix | \$ 20,000.00 |
| Task 3.3 - Prepare Community-Wide Assessment Report | \$ 50,000.00 |
| Task 4.1 - Present Final ECRG Community-Wide Assessment Report (Planning Commission, City Council, City Website, Final Community Meeting for this ECRG Phase 1 of 3. | \$ 5,000.00 |
| Total: | \$ 300,000.00 |

Exhibit G – Regulatory Oversight Agreement

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Exhibit H – Grant Commitments

Section 14: Equitable Development Grant Commitments

| Commitment Target Area (example types below, add lines as necessary) | Associated Metric* | How will this be metric be measured? | How will this information be reported to DTSC? | When will this commitment be expected to begin? (Target Date) | What is the expected value for this metric? |
|--|---|---|--|--|---|
| Job Creation | Additional City recreation and service staff associated with the expansion of facilities. | Taking stock of City Department of Parks & Recreation before and post expansion staffing levels | Summary budget reports related to staffing levels of Department of Recreation and Parks | January 1, 2025 (Post Community Assessment Report and perhaps soon after an investigation phase of the ECRG program, and then post expansion periods.) | Pending analysis |
| Preventing Displacement | | | | | |
| Expanding Mobility and Connectivity | | | | | |
| Developing Healthier and Safer Communities | Creating expanded opportunities for safe indoor recreational activities for residents. | During the assessment phase, gauge the number of participants at all candidate park sites, and measure against levels of participation post expansion of park facilities. | With both the levels and description of developments related to the park expansions with numbers reported on park use before and after expansions. | January 1, 2025 (Post Community Assessment Report and perhaps soon after an investigation phase of the ECRG program, and then post expansion periods.) | Pending analysis |
| Promoting or Promotion of Environmental Justice | | | | | |

*see guidelines for example metrics

Exhibit I – Summary of Costs Form*

Exhibit I: Summary of Costs

Grantee Name
Street Address
City, ST ZIP Code

Date: Month DD, YYYY

Agreement Number: ECRG-2021-XXXX
Grant Period: MM/DD/YYYY to MM/DD/YYYY

Site Name
Site Address
City, ST Zip Code

Billing Period: MM/DD/YYYY to MM/DD/YYYY

| Budget Item | Budgeted Amount | Current Billing Amount | Expended To Date |
|--------------|-----------------|------------------------|------------------|
| | | | |
| TOTAL | \$ - | \$ - | \$ - |

Direct questions regarding billing to: Name

XXX-XXX-XXXX Ext. XXXX

Email address

****This is a sample format to summarize invoice requests for approved ECRG activities. Submission will be done through the grant portal.***