

CITY OF HUNTINGTON PARK

City Council Agenda Monday, June 16, 2014

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

Rosa E. Perez
Mayor

Karina Macias
Vice Mayor

Ofelia Hernandez
Council Member



Mario Gomez
Council Member

Valentin Palos Amezcua
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.huntingtonpark.org. 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.

Public Comment

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

Prior to the business portion of the agenda, the City Council and all other agencies meeting on such date will convene to receive public comments regarding any agenda items or matters within the jurisdiction of such governing bodies. This is the only opportunity for public input except for scheduled public hearing items. The Mayor or Chairperson will separately call for testimony at the time of each public hearing. If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and place it in the box at the podium. When called upon by the Mayor or Mayor's designee, each person addressing the Council shall step up to the microphone and state his/her name or organization he/she represents for the record. Each speaker will be limited to three minutes per Huntington Park Municipal Code 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. 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

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.

Consent Calendar

All matters listed under the Consent Calendar are considered to be routine and will all be enacted by one motion. The City Council Members have received detailed staff reports on each of the items recommending an action. 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.

Important Notice

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

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

Thank you.

1. INVOCATION

2. FLAG SALUTE:

Amber Rodriguez, 1st grade student at Lucille Roybal-Allard Elementary School.

3. ROLL CALL:

Mayor Rosa E. Perez
Vice Mayor Karina Macias
Council Member Ofelia Hernandez
Council Member Valentin Palos Amezcuita
Council Member Mario Gomez

4. PRESENTATIONS

- 4.1 Presentation to student who led the flag salute: Amber Rodriguez.
- 4.2 Presentation of a \$250 Scholarship from Chief of Police Cisneros to Roxane Villareal, recipient of The Greater Huntington Park Area Chamber of Commerce Youth Scholarship Program.
- 4.3 Presentation by Jane Weyman regarding a federal program for free cell phones for low income and senior citizens.
- 4.4 Presentation by The Greater Huntington Park Area Chamber of Commerce to the American Cancer Society Southeast Cities Relay For Life.
- 4.5 Presentation by Liga Legal showcasing various events and seminars in efforts to build relationships/create success in conjunction with the City and community.
- 4.6 Presentation of a Certificate of Appreciation to City Manager René Bobadilla for his achievements and improvements in the City of Huntington Park.

5. PUBLIC COMMENTS

Each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207.

6. CONSENT CALENDAR

OFFICE OF THE CITY CLERK

6.1 Approve minutes of the following City Council meetings:

6.1-1 Regular meeting held Monday, June 2, 2014.

6.2 Approve the reading by title of all ordinances and resolutions. Said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

FINANCE DEPARTMENT

6.3 Approve Accounts Payable and Payroll Warrants dated June 16, 2014.

COMMUNITY DEVELOPMENT DEPARTMENT

6.4 Resolution authorizing the submittal of a grant application for the lead-based paint hazard control grant program.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution 2014-19 authorizing the submittal of a grant application for the lead-based paint hazard control grant program offered by the U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control.
2. Authorize the City Manager or his designee to execute the application documents, standard agreement, and all other documents required for the participation of the program.

OFFICE OF THE CITY ATTORNEY

6.5 Approve for Second Reading Ordinance No. 929-NS amending Title 2 Chapter 1 Article 2 Section 1.204 of the Huntington Park Municipal Code relating to order of business at City Council meetings.

OFFICE OF THE CITY MANAGER

6.6 Approval of the extension of the Memorandum of Understanding between the City of Huntington Park and General Employees' Association (GEA).

6. CONSENT CALENDAR

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Extension of the Memorandum of Understanding between the City of Huntington Park and the General Employees' Association.

PUBLIC WORKS DEPARTMENT

- 6.7 Cancellation of the Promissory Note executed pursuant to the Purchase and Sale Agreement for a portion of 65th Street between Wilson Street and Alameda Street.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the cancellation of the Promissory Note between the City of Huntington Park and Leonardo M. Lopez and Iris A. Lopez, Trustees of the Leonardo M. Lopez and Iris A. Lopez Living Trust, dated July 2, 2012, executed pursuant to the Purchase and Sale Agreement for the portion of 65th Street between Wilson Street and Alameda Street.

- 6.8 Approve Professional Services Agreement with HF&H Consultants, LLC for professional services in support of the development and analysis of a Request for Proposals for Solid Waste Services.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the additional fee for the Professional Services Agreement (PSA) with HF&H Consultants, LLC for professional services in support of the review of proposals for solid waste collection services for an additional not-to-exceed fee of \$41,300.

PARKS AND RECREATION DEPARTMENT

- 6.9 First Amendment to contract with Unified Nutrimeals for food provider services for City's Youth Nutrition Program.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the first amendment to the contract with Unified Nutrimeals for food provider services for the City of Huntington Park's youth nutrition program.

6. CONSENT CALENDAR

6.10 Approve US Soccer Foundation, Inc. Field Enhancement Grant Agreement.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review and approve the Field Enhancement Grant Agreement with United States Soccer Foundation, Inc. (USSF) for Lighting Grant.
2. Sign the agreement between the City of Huntington Park and United States Soccer Foundation, Inc.

END OF CONSENT CALENDAR

7. HEARING

7.1 Public hearing to consider the adoption of the City of Huntington Park's Fiscal Year 2014-2015 Annual Action Plan.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing to consider comment.
2. Close the public hearing and include any comments received during the 30-day public review period and during this evening's hearing.
3. Adopt the Fiscal Year 2014-2015 Annual Action Plan.
4. Authorize the City Manager to execute subrecipient agreement with the public service agencies and all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD).

8. REGULAR AGENDA

PARKS AND RECREATION DEPARTMENT

8.1 Facility Use Fee Waiver Application for "El Grito" Event and Reynoso's Hit N' Walk Community Fair.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review Facility Fee Waiver Application for the use of the Salt Lake Park Ball Diamonds for the "El Grito" event.

8. REGULAR AGENDA – (Continued)

2. Review Facility Fee Waiver Application for the use of the Salt Lake Park Social Hall for Reynoso's Hit N' Walk 4th Annual Community Fair.

FINANCE DEPARTMENT

8.2 City of Huntington Park Fiscal Year 2014-2015 Budget.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Discussion regarding the City's Fiscal Year 2014-2015 Budget.

8.3 Authorization to negotiate termination agreement with Al Perez dba Mag Sweeping, Inc.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to negotiate agreement to terminate contract with Al Perez dba Mag Sweeping, Inc.

8.4 Authorization to enter into a Parking Management Agreement with Parking Company of America for the parking structure located at 7015 Rita Avenue.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to enter into an agreement with Parking Company of America to operate the parking structure located at 7015 Rita Avenue.

8.5 Designation of vehicles as surplus and authorization to sell via auction.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Designate a proposed list of vehicles as surplus and authorize to sell via auction.

8. REGULAR AGENDA – (Continued)

PUBLIC WORKS DEPARTMENT

8.6 Approve changes in work for the Salt Lake Park Artificial Turf Soccer Field Project.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Find that the requested Changes in Work have no significant effect on the environment and approve the changes and revisions to the construction contract amount totaling \$66,991. The contract amount with Asphalt, Fabric & Engineering, Inc. (AF&E) increases from \$386,244.11 to \$453,235.11.
2. Approve the increased cost to FieldTurf for the increased area of synthetic turf. The Purchase Order amount with FieldTurf increases from \$321,171 to \$338,449.
3. Approve the Revised Total Project Budget as presented.

8.7 Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database (NTD) for reporting year 2012.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to execute the Memorandum of Understanding and all related documentation in order to qualify for the reimbursement from LACMTA.

9. CITY MANAGER'S AGENDA

10. CITY ATTORNEY'S AGENDA

10.1 Employment Agreement for the position of Interim City Manager between the City of Huntington Park and Julio Morales.

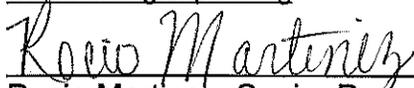
RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Employment Agreement with Julio Morales to serve as Interim City Manager.

14. ADJOURNMENT

NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, JULY 7, 2014 at 6:00 p.m.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on June 12, 2014 on the bulletin board outside City Hall and available at www.huntingtonpark.org



Rocio Martinez, Senior Deputy City Clerk

Minutes of the regular meeting of the City Council of the City of Huntington Park held Monday, June 2, 2014.

Following the Invocation, the Pledge of Allegiance to the Flag was led by Alexis Romero, 5th grade student at Miles Elementary School. The meeting was called to order in the Council Chambers at 6:19 p.m. by Mayor Perez. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Karina Macias, Council Member Ofelia Hernandez, Council Member Mario Gomez, and Mayor Rosa E. Perez; Absent: None.

Mayor Perez and City Council presented a Certificate of Appreciation to Alexis Romero for leading the flag salute at the City Council meeting June 2, 2014.

Mayor Perez and City Council presented a Certificate of Recognition to Elizabeth Hernandez-Garcia, student from Middleton Elementary School, for winning 1st Place at the Los Angeles County Vector Control Essay Contest.

Mayor Perez and City Council presented a Certificate of Appreciation to the following from Middleton Elementary School: 1) Megan Hastings, Principal at Middleton Elementary School for her continued support and commitment to programs; 2) Middleton Street Elementary School Parent Teacher Association; and 3) Middleton Street Elementary School Parent Center.

Mayor Perez and City Council presented a Certificate of Appreciation to Jaime Mendez Avalos for his many years of service on the Civil Service Commission for the City of Huntington Park.

Interim City Attorney Litfin requested the City Council resolve into a closed session for the following:

13. CLOSED SESSION

- 13.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1)
- 13.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to California Government Code Subdivision (b) of Section 54956.9: (2)
- 13.3 Pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: Interim City Manager
- 13.4 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: Martina Martinez v. City of Huntington Park, Case No. BC504731

Mayor Perez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 6:31 p.m.

Following the closed session, the meeting was called to order in the Council Chambers at 7:46 p.m. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Karina Macias, Council Member Ofelia Hernandez, Council Member Mario Gomez, and Mayor Rosa E. Perez; Absent: None.

Interim City Attorney Litfin reported out that there was no reportable action taken in closed session.

Mayor Perez opened oral communications, indicating that this was the time for anyone in the audience to address the City Council on any matter of City business.

Martha Arguello addressed City Council to oppose Assembly Bill 32 and the proposed CARE comprehensive energy plan.

Jesus Gonzalez briefed City Council regarding his medical condition and expressed support for medicine collectives in the City.

Vicky Herrera informed City Council that she was nominated Woman of Distinction by Senator Lara's Office and stated that she is proud to represent the City.

Sandra Orozco presented a copy of a flyer for an unpermitted taxicab company currently operating in the City and asked Chief of Police Cisneros to look into the matter. Ms. Orozco also thanked Council Members Amezcuita and Macias for assisting her with a personal matter and congratulated Council Member Hernandez on her son's upcoming graduation from Harvard University.

Marla James, representing advocates for the disabled and seriously ill, addressed City Council in support of medicine collectives in the City.

Esteban Villegas addressed concerns to City Council regarding lack of parking in the City and inquired about the status of a request for a blue curb disabled parking permit.

Rodolfo Cruz addressed various concerns to City Council including the City's financial status, sale of redevelopment properties, crime rate in the City, quality of City Council meeting recordings, and medicine collectives in the City.

Francisco Rivera addressed concerns to City Council regarding illegal posting of advertisement flyers and stickers on poles throughout the City for taxicab services.

Council Member Hernandez left the dais at 8:12 p.m. to address City Council.

Council member Hernandez briefed City Council regarding various challenges the City has faced in recent years. Council Member Hernandez expressed support of City Manager Bobadilla and briefed City Council regarding his many accomplishments and improvements in the City.

Council Member Hernandez returned to her seat at 8:15 p.m.

Balle D. Machuca addressed various concerns to City Council regarding City Manager Bobadilla and the lack of parking in the City.

Mayor Perez called for any other oral communications, and hearing none, declared oral communications closed.

Motion by Gomez, seconded by Macias, to approve the Consent Calendar, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

6. CONSENT CALENDAR

OFFICE OF THE CITY CLERK

6.1 Approve minutes of the following City Council meetings:

6.1-1 Regular meeting held Monday, May 19, 2014.

6.2 Approve the reading by title of all ordinances and resolutions. Said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

6. CONSENT CALENDAR – (Continued)

FINANCE DEPARTMENT

- 6.3 Approve Accounts Payable and Payroll Warrants dated June 2, 2014.

END OF CONSENT CALENDAR

9. CITY MANAGER'S AGENDA

- 9.1 **Receive and file update by Primestor Development Inc. regarding the Downtown Revitalization Plan for the City of Huntington Park.**

Vanessa Delgado, representing Primestor Development Inc., introduced Melani Smith from Melendrez and Andrew Davey. Ms. Smith displayed a PowerPoint presentation regarding the proposed options for Downtown Revitalization Plan for the City of Huntington Park. Mr. Davey presented proposed signage and branding for the downtown area.

Wally Shidler addressed City Council regarding the current façades of buildings along Pacific Boulevard in connection with the proposed downtown revitalization plan for the City.

Following comments by City Council, direction was given to Primestor Development Inc. regarding viable options for the proposed Downtown Revitalization Plan for the City of Huntington Park.

7. HEARING

- 7.1 **Public hearing to consider the amendment to the City of Huntington Park's Fiscal Year 2013-2014 Annual Action Plan.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing to consider comment, and hearing none.
2. Close the public hearing and include any comments received during the 15-day public review period and during this hearing.
3. Adopt the amendment to Fiscal Year 2013-2014 Annual Action Plan.
4. Authorize the City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD).

Motion by Gomez, seconded by Hernandez, to adopt the amendment to Fiscal Year 2013-2014 Annual Action Plan; and authorize the City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD), carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

8. REGULAR AGENDA

FINANCE DEPARTMENT

8.1 Information Technology budget update and authorization for additional network and financial management software and services.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the information technology budget in the amount of \$82,326 and the allocation of costs to eligible grant funds.
2. Authorize the purchase of additional financial management software (Cognos) in the amount not-to-exceed \$16,450 for one-time purchase and setup, and \$13,000 for annual license fees.

Motion by Gomez, seconded by Hernandez, to approve the information technology budget in the amount of \$82,326 and the allocation of costs to eligible grant funds; and authorize the purchase of additional financial management software (Cognos) in the amount not-to-exceed \$16,450 for one-time purchase and setup, and \$13,000 for annual license fees, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

POLICE DEPARTMENT

8.2 Road closure for the 2014 Huntington Park Police Department Open House.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the road closure along Miles Avenue from Saturn Avenue to Gage Avenue and Zoe Avenue from Miles Avenue to Templeton Street, on June 7, 2014 for the Police Department's Open House event.

Motion by Gomez, seconded by Hernandez, approve the road closure along Miles Avenue from Saturn Avenue to Gage Avenue and Zoe Avenue from Miles Avenue to Templeton Street, on June 7, 2014 for the Police Department's Open House event, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

PUBLIC WORKS DEPARTMENT

8.3 Approval of the Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP).

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the submittal of the Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) in conformance with the requirements of the Municipal Separate Storm Sewer System (MS4) Permit.
2. Authorize the City Manager to submit the WMP and CIMP on behalf of the City of Huntington Park and approve minor revisions to the final draft of these documents.

8. REGULAR AGENDA – (Continued)

Following a PowerPoint presentation by Desi Alvarez regarding the proposed WMP and CIMP, motion by Gomez, seconded by Hernandez, to approve the submittal of the Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) in conformance with the requirements of the Municipal Separate Storm Sewer System (MS4) Permit; and authorize the City Manager to submit the WMP and CIMP on behalf of the City of Huntington Park and approve minor revisions to the final draft of these documents, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

9. CITY MANAGER'S AGENDA

9.2 Discussion and/or action regarding the Civil Service Commission for the City of Huntington Park. Motion by Gomez, seconded by Hernandez, to appoint City Council as the Civil Service Commission for the City of Huntington Park, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

9.3 Discussion and/or action regarding moving the date of the City of Huntington park General Municipal Election and approving the County of Los Angeles to conduct said elections. Sandra Orozco addressed concerns regarding this item. Following a discussion and there being no objection, Mayor Perez directed City Attorney Litfin to contact the Los Angeles Registrar-Recorder's Office/County Clerk to inquire about a fee reduction for the County to conduct the City's General Municipal Election in March of odd-numbered years and report back to City Council.

Council Member Hernandez left the meeting at 10:25 p.m.

10. CITY ATTORNEY'S AGENDA

10.1 Approve Ordinance No. 929-NS amending Title 2 Chapter 1 Article 2 Section 1.204 of the Huntington Park Municipal Code relating to order of business at City Council meetings, was read by title. Motion by Gomez, seconded by Macias, that reading in full of Ordinance No. 929-NS for first reading be waived, and that Ordinance No. 929-NS be introduced and approved for first reading, carried as follows: Ayes: Vice Mayor Macias, Council Member Gomez and Mayor Perez; Noes: Council Member Amezcuita; Absent: Council Member Hernandez.

10.2 Discussion and/or action regarding an Interim City Manager Agreement. Following a discussion, motion by Gomez, seconded by Macias, to continue this item to the next City Council meeting scheduled for June 16, 2014, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Member Gomez and Mayor Perez; Noes: None; Absent: Council Member Hernandez.

11. WRITTEN COMMUNICATIONS

11.1 Receive and file a letter of resignation to the Civil Service Commission filed by Jaime Mendez Avalos. Motion by Gomez, seconded by Macias, to receive and file a letter of resignation to the Civil Service Commission filed by Jaime Mendez Avalos, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Member Gomez and Mayor Perez; Noes: None; Absent: Council Member Hernandez.

12. COUNCIL COMMUNICATIONS

12.1 Mayor Rosa E. Perez

12.2 Vice Mayor Karina Macias

12.3 Council Member Ofelia Hernandez

12.4 Council Member Valentin Palos Amezquita

12.5 Council Member Mario Gomez

13. ADJOURNMENT

Mayor Perez declared the meeting adjourned at 10:44 p.m.

Rosa E. Perez, Mayor

Rocio Martinez, Senior Deputy City Clerk



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

June 16, 2014

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

Dear Mayor and Members of the City Council:

RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR THE LEAD-BASED PAINT HAZARD CONTROL GRANT PROGRAM OFFERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF HEALTHY HOMES AND LEAD HAZARD CONTROL

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a resolution authorizing the City to submit a grant application for the Lead-Based Paint Hazard Control Grant Program; and
2. Authorize the City Manager or his designee to execute the application documents, standard agreement, and all other documents required for the participation of the program

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In January 2010, the U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control awarded the City \$1,570,000 in grant funds to develop and implement its first Lead Based Paint Hazard Control (LBPHC) Program over a three-year period. This grant expired in December 2013. Under this program the City utilized a total of \$1,451,000 in grant monies and provided "matching" in-kind contributions totaling \$574,000 (37% of the grant), including CDBG/HOME funds and redevelopment monies. Through the program the City was able to identify and remediate lead-based paint hazards in a total of 93 single and multi-family units occupied by low and very-low income families with children, and educate the community about lead poisoning prevention and healthy homes. Overall, this program improved the lives of over 500 Huntington Park residents, including 111 children under six years of age.

Our community realized significant benefits from this program and staff will be applying for a second round of funding this year. The total funding available is \$47,000,000. Staff is requesting \$1,570,000 in funding for a three-year period, which is a similar amount received in 2010.

RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR THE LEAD-BASED PAINT HAZARD CONTROL GRANT PROGRAM OFFERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF HEALTHY HOMES AND LEAD HAZARD CONTROL

June 16, 2014

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FISCAL IMPACT/FINANCING

There is no direct impact to the general fund. The grant requires a minimum match of 10 percent of the amount requested (\$157,000). In order to maximize the grant competitiveness and maximize the number of application points, staff proposes to commit a minimum match contribution and leverage resources of 28 percent, or \$439,600 (\$146,500/year for the 3-year grant period). The matching contribution will be provided through existing a salary and benefits of Community Development, Finance, Code Enforcement staffing and non-profit organizations, which will assist in implementing the program. Additionally, the City will utilize HOME funds under its Residential Rehabilitation program as leverage funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purpose of the program is to reduce health and safety hazards in homes through evaluation and control work done in conjunction with lead hazard control activities. The deadline to submit the application is June 27, 2014. Grant award amounts for the three-year period of performance are up to a maximum of \$3,400,000 per grant (\$3 million for lead hazard control, plus up to an additional \$400,000 for the promotion of healthy housing). The applicant will be given points based on the amount of net match and leveraged resources equaling 10 percent or greater. However, to be awarded the maximum number of points (10 points), the applicant must provide a match and leverage resources of 28 percent or higher of requested amount. The factors for rating the application are included below:

<u>Rating Factors Maximum</u>	Points:
1. Capacity of the Applicant and Relevant Organizational Experience	25
2. Need/Extent of the Problem	15
3. Soundness of Approach	48
4. Achieving Results and Program Evaluation	10
5. Bonus: Preferred Sustainability Status or Promise Zones	02
	Total 100

RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR THE LEAD-BASED PAINT HAZARD CONTROL GRANT PROGRAM OFFERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF HEALTHY HOMES AND LEAD HAZARD CONTROL

June 16, 2014

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CONCLUSION

Upon approval of the attached Resolution authorizing the City to apply for the grant, staff will coordinate the submittal of the application.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO MORALES
Director of Finance

ATTACHMENTS:

A. Resolution

ATTACHMENT "A"



CITY OF HUNTINGTON PARK

Human Resources Division
City Council Agenda Report

June 16, 2014

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

Dear Mayor and Members of the City Council:

EXTENSION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON PARK AND THE GENERAL EMPLOYEES' ASSOCIATION AFSCME LOCAL 1769

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Extension of the Memorandum of Understanding between the City of Huntington Park and the General Employees' Association, AFSCME LOCAL 1769.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City has engaged in negotiation sessions for a successor Memorandum of Understanding (MOU) between the City of Huntington Park and the General Employees' Association (GEA) AFSCME LOCAL 1769. Both parties have agreed to suspend negotiations due to the City's current financial issues and resume to no later than January 15, 2015. The current agreed upon MOU was ratified as of October 1, 2012 through June 30, 2014 and will remain in effect with all benefits remaining status quo until a successor MOU between the City of Huntington Park and the GEA is ratified.

CONCLUSION

Upon approval of the City Council, authorize the City Manager and Director of Finance to execute the Extension of the Memorandum of Understanding.

Respectfully submitted,

RENÉ BOBADILLA, P.E.
City Manager

**EXTENSION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF HUNTINGTON PARK AND THE GENERAL EMPLOYEES' ASSOCIATION**

June 16, 2014

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ATTACHMENTS

A: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON
PARK AND THE GENERAL EMPLOYEES' ASSOCIATION, AFSCME 1769

ATTACHMENT "A"

THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK GENERAL
EMPLOYEES' ASSOCIATION, AFSCME LOCAL 1769

AGREEMENT OF UNDERSTANDING

This Agreement of Understanding is entered into by the City of Huntington Park ("the Employer") and the Huntington Park General Employees' Association, AFSCME Local 1769 ("the Union") (collectively "the Parties").

Whereas the Parties have a Memorandum of Understanding ("MOU") from October 1, 2012 through June 30, 2014;

Whereas as of May 15, 2014, the Parties have engaged in two negotiation sessions for a successor MOU;

Whereas the Parties have not tentatively agreed to any proposals for a successor MOU;

The Parties agree that:

1. Due to the Employer's uncertain financial budget, the Parties will suspend negotiations for a successor MOU.
2. The Parties will resume negotiations for a successor MOU no later than January 15, 2015.
3. Until a successor MOU is ratified, the Parties' October 1, 2012 through June 30, 2014 MOU will remain effective.
4. The Employer will maintain status quo until the Parties have ratified a successor MOU.
5. The Employer will not lay off any bargaining unit member in the Union before January 15, 2015.

The undersigned have executed this Agreement of Understanding on the dates indicated. The Agreement of Understanding may be signed in counterparts.

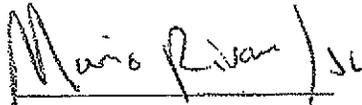
For Huntington Park

For the Huntington Park General Employees'
Association, AFSCME Local 1769

René Bobadilla

Mario Rivas

City Manager



President

Julio Morales

Edwin Aragon

Director of Finance



Secretary-Treasurer



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

June 16, 2014

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

Dear Mayor and Members of the City Council:

CANCELLATION OF THE PROMISSORY NOTE EXECUTED PURSUANT TO THE PURCHASE AND SALE AGREEMENT FOR A PORTION OF 65TH STREET BETWEEN WILSON STREET AND ALAMEDA STREET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the cancellation of the Promissory Note between the City of Huntington Park and Leonardo M. Lopez and Iris A. Lopez, Trustees of the Leonardo M. Lopez and Iris A. Lopez Living Trust, dated July 2, 2012, executed pursuant to the Purchase and Sale Agreement for the portion of 65th Street between Wilson Street and Alameda Street.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 7, 2011, the City Council approved a Purchase and Sale Agreement ("Agreement") with the Lopez Family for a portion of the right-of-way on 65th Street. The sale price was \$200,000, plus a \$100,000 forgivable payment defined in the subject Promissory Note ("Note"), included as Attachment A. The public street was sold in order to allow the Lopez Family to assemble parcels and facilitate a large commercial development project that would be a significant component to the overall economic development of Huntington Park.

The intention of the Note was to facilitate and compel the relocation of the existing utilities in the vacated street for the construction of the development project. The Note stipulated that a \$100,000 payment, plus interest, would be forgiven if the construction for the relocation of the utilities was commenced before July 2019. The Lopez Family has completed the permitting process for the physical surface improvements necessary to permanently close the vacated street and indicates they are prepared to construct these improvements. Unfortunately, the economic downturn has delayed the planning and design of the commercial development project and the future location of

CANCELLATION OF THE PROMISSORY NOTE EXECUTED PURSUANT TO THE PURCHASE AND SALE AGREEMENT FOR A PORTION OF 65TH STREET BETWEEN WILSON STREET AND ALAMEDA STREET

June 16, 2014

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underground utilities remains undetermined. The schedule for the development project is also undetermined at this time.

The relocation of the utilities would be a condition of development, subject to the discretionary approval by the City, at the time the property owner submits an application for a Development Permit. This discretionary approval equally compels the relocation of the utilities and makes the Promissory Note unnecessary. Therefore, the cancellation of the Promissory Note is recommended.

FISCAL IMPACT/FINANCING

The recommended action will have no impact on the General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The subject property has been transferred to the Lopez Family. It is recommended that the physical improvements to permanently close the vacated street be constructed in order to eliminate any liability to the City. Upon approval of the recommended action, the City will implement temporary traffic control measures to eliminate access to the vacated street by the general public.

Upon City Council approval of the recommended action, the subject Promissory Note will be cancelled in a manner and form recommended by the City Attorney.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action is not anticipated to impact routine maintenance operations or current services. The easements for the existing utilities have been preserved and access by the City for maintenance and operation of existing utilities will be maintained.

**CANCELLATION OF THE PROMISSORY NOTE EXECUTED PURSUANT TO THE
PURCHASE AND SALE AGREEMENT FOR A PORTION OF 65TH STREET
BETWEEN WILSON STREET AND ALAMEDA STREET**

June 16, 2014

Page 3 of 3

CONCLUSION

Upon approval of the recommended action, staff will coordinate with the City Attorney to effect the cancellation of the subject Promissory Note.

Respectfully submitted,



RENÉ BOBADILLA, P.E.
City Manager



JAMES A. ENRIQUEZ, P.E.
Director of Public Works / City Engineer

ATTACHMENT

- A. Promissory Note (Dated July 2, 2012)

ATTACHMENT "A"

Promissory Note

EXHIBIT D
FORM OF PROMISSORY NOTE

\$100,000.00
4% Interest

Huntington Park, California
July 2, 2012

FOR VALUE RECEIVED, Leonardo M. Lopez and Iris A. Lopez, as Trustees of the Leonardo M. Lopez and Iris A. Lopez Living Trust ("Borrower") hereby promises to pay to the City of Huntington Park, a California municipal corporation ("City"), or order, a principal amount of One Hundred Thousand Dollars (\$100,000.00), pursuant to the Purchase and Sale Agreement dated November 7, 2011, between the Borrower and City (the "Agreement"), plus interest as provided below. Except as defined differently herein, all defined terms shall have the meaning set forth in the Agreement. This City Note is made pursuant to the terms of the Agreement, and a deed of trust (the "City Deed of Trust") of even date herewith given by the Borrower to City for the purpose of securing this City Note (collectively, the "City Documents"). The City Documents are public records on file in the offices of City, and the provisions of these documents are incorporated herein by this reference.

1. This City Note evidences the obligation of the Borrower to City for the repayment of funds loaned to the Borrower by City, in the principal amount of One Hundred Thousand Dollars (\$100,000; the "City Loan"), to finance the acquisition of the real property described in the City Deed of Trust (the "Property").
2. The City Loan shall be for a term of 84 months (the "Loan Term") from the date of this City Note (the "Loan Effective Date").
3. The City Loan shall accrue interest at the rate of four percent (4%) per annum, simple interest, from the date of this City Note.
4. The City Loan, principal and interest, shall be due and payable in full 84 months from the date of this City Note.
5. The City Loan, principal and interest, shall be forgiven if Borrower commences the relocation of underground utilities within the former right-of-way along 65th Street within 84 months from the date of this City Note. For purposes of this Paragraph 5, "commences the relocation of underground utilities" means that Borrower has obtained all required approvals from the utility companies whose utilities will be relocated, and all necessary permits from the City and other agencies with regulatory authority over the relocation, has engaged a contractor for the utility relocation, and that contractor has commenced relocation of the utilities.
6. This City Note is payable at the principal office of City, at 6550 Miles Avenue, Huntington Park, California 90255, or at such other place as the holder hereof may inform the Borrower in writing, in lawful money of the United States.
7. The Borrower waives presentment for payment, demand, protest, and notices of dishonor and of protest; the benefits of all waiveable exemptions; and all defenses and pleas on

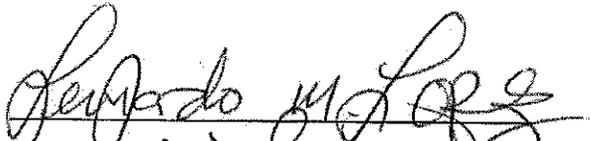
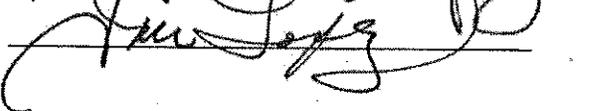
the ground of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice. The Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by the holder hereof, in the enforcement of this Note or any term or provision hereof.

8. This City Note is a nonrecourse obligation of Borrower. Neither Borrower nor any other party shall have personal liability for repayment of this City Note. The sole recourse of City for any obligation of Borrower under the City Note shall be the exercise of City's rights against the Property.

9. All defined terms herein, as identified by initial capitalization, shall have the same meaning as in the Agreement, unless otherwise expressly defined herein.

BORROWER

**LEONARDO M. LOPEZ AND IRIS A.
LOPEZ, AS TRUSTEES OF THE
LEONARDO M. LOPEZ AND IRIS A.
LOPEZ LIVING TRUST**

By: 
By: 



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

June 16, 2014

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

Dear Mayor and Members of the City Council:

PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS, LLC FOR PROFESSIONAL SERVICES IN SUPPORT OF THE DEVELOPMENT AND ANALYSIS OF A REQUEST FOR PROPOSALS FOR SOLID WASTE SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the additional fee for the Professional Services Agreement (PSA) with HF&H Consultants, LLC for professional services in support of the review of proposals for solid waste collection services for an additional not-to-exceed fee of \$41,300.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 17, 2014, the City Council approved a Professional Services Agreement (PSA) with HF&H Consultants, LLC (HF&H) for a not-to-exceed fee of \$54,172. The PSA is for specialized consulting services in support of the Request for Proposals (RFP) for solid waste handling services.

In addition to assistance with the development of the RFP documents and the process of publishing the RFP and responding to inquiries from prospective haulers, the PSA stipulated that the initial fee included a thorough analysis of three proposals submitted in response to the RFP. The review of additional proposals in excess of three would be completed for an additional fee of \$5,900 per proposal. The City received ten proposals in response to the RFP and the additional fee for the review of the added proposals is \$41,300.00.

HF&H is a specialty professional services firm providing expert engineering, financial, and operational management services for municipal recycling and solid waste collection services. For more than 23 years, the firm has focused in the California municipal market providing leadership, expertise, independence, and support to nearly 400

PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS, LLC FOR PROFESSIONAL SERVICES IN SUPPORT OF THE DEVELOPMENT AND ANALYSIS OF A REQUEST FOR PROPOSALS FOR SOLID WASTE SERVICES

June 16, 2014

Page 2 of 3

municipal agencies in managing franchise contract services for recycling and solid waste collection services.

HF&H will coordinate with the City Attorney to review and analyze the proposals received in response to the RFP. HF&H is contracted directly with the City in order to independently represent the best interests of the City and provide an unbiased analysis and summary report of the proposals received.

FISCAL IMPACT/FINANCING

The recommended action will have no impact on the General Fund.

The not-to-exceed fee of \$41,300 for the proposed services will be reimbursed to the City by the successful proposer that is awarded a franchise agreement. The total reimbursement cost is anticipated to be less than the \$150K estimate stated in the RFP documents.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The additional fee is defined in the current Professional Services Agreement with HF&H. Upon City Council approval of the recommended action, the additional fee will be added to the Purchase Order for this PSA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will have no impact on current services or projects because the work will be completed entirely by the private consultant firm.

**PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS, LLC FOR
PROFESSIONAL SERVICES IN SUPPORT OF THE DEVELOPMENT AND
ANALYSIS OF A REQUEST FOR PROPOSALS FOR SOLID WASTE SERVICES**

June 16, 2014

Page 3 of 3

CONCLUSION

Upon approval of the recommended action, staff will add the additional services to the PSA with HF&H Consultants, LLC and coordinate the completion of the RFP for solid waste collection services.

Respectfully submitted,



RENÉ BOBADILLA, P.E.
City Manager



JAMES A. ENRIQUEZ, P.E.
Director of Public Works / City Engineer



CITY OF HUNTINGTON PARK

Department of Parks and Recreation
City Council Agenda Report

June 16, 2014

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

Dear Mayor and Members of the City Council:

FIRST AMENDMENT TO CONTRACT WITH UNIFIED NUTRIMEALS FOR FOOD PROVIDER SERVICES FOR CITY'S YOUTH NUTRITION PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the first amendment to the contract with Unified Nutrimeals for food provider services for the City of Huntington Park's youth nutrition program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City has received federal funding since 2002 to reimburse the costs to provide free nutritious meals to children 18 years and younger. The City currently provides free meals to children at Salt Lake Park, Freedom Park, Raul R. Perez Memorial Park and Keller Park. The meals, which include after school supper, snack and summer lunches, are provided by Unified Nutrimeals under a contract services agreement. The current agreement with Unified Nutrimeals expires on June 30, 2014.

An amendment to the Unified Nutrimeals contract has been drafted in order to continue to offer this service to the Huntington Park community.

FISCAL IMPACT/FINANCING

All expenses incurred by the City related to the youth nutrition program are fully reimbursed to the City on a monthly basis by the California Department of Education, which administers the federal program funds.

The City budgeted \$87,054 for services to be provided in the Unified Nutrimeals contract in fiscal year 2013-2014. The additional meals to be provided under the terms of the amended contract will not increase the cost of services beyond \$87,054.

Funding for the youth nutrition program is budgeted in account no. 111-6055-451.57-42.

FIRST AMENDMENT TO CONTRACT WITH UNIFIED NUTRIMEALS FOR FOOD PROVIDER SERVICES FOR CITY'S YOUTH NUTRITION PROGRAM

June 16, 2014

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CONTRACTING PROCESS

The City initially entered into an agreement with Unified Nutrimeals in May 2013 following a public bid process. Per the terms of the federal nutrition program, the City may renew the agreement on an annual basis for a maximum period of four additional years. The first renewal would be effective through June 30, 2015, at which time the City would have the option of renewing the contract or seeking a different vendor.

CONCLUSION

Please return one signed copy of the first amendment to the contract services agreement with Unified Nutrimeals to the Department of Parks and Recreation and to the City Clerk's Office.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JOSETTE ESPINOSA
Director of Parks and Recreation

ATTACHMENTS

Attachment A: Unified Nutrimeals Agreement

Attachment B: Summer Food Service Program Contract Extension for Vended Meals

ATTACHMENT "A"

VENDOR #:

AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AND
SUMMER FOOD SERVICE PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

THIS AGREEMENT IS ENTERED INTO ON THIS 20TH DAY OF MAY, 2013 BY
MONTH YEAR
AND BETWEEN CITY OF HUNTINGTON PARK, HEREINAFTER REFERRED TO AS THE
NAME OF AGENCY
AGENCY OR CITY, AND UNIFIED NUTRIMEALS, HEREINAFTER REFERRED TO AS THE
NAME OF FOOD SERVICE MANAGEMENT COMPANY
VENDOR.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) AND SUMMER FOOD SERVICE PROGRAM (SFSP); AND

WHEREAS, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE AND DELIVER SPECIFIED MEALS FOR THE AGENCY'S FACILITY(IES); AND

WHEREAS, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE AGENCY ON A COST REIMBURSEMENT BASIS.

THEREFORE, BOTH PARTIES HERETO AGREE AS FOLLOWS:

THE VENDOR AGREES TO:

1. PREPARE AND DELIVER THE MEALS INCLUSIVE OF MILK TO LOCATIONS SET OUT IN SCHEDULE A, ATTACHED HERETO AND MADE A PART HEREOF, BY THE TIMES AND DATES SPECIFIED IN SCHEDULE A, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND AT THE COSTS PER MEAL AS SPECIFIED IN SECTION E OF THE PROPOSAL . A COPY OF SAID PROPOSAL IS ATTACHED HERETO AS EXHIBIT 1 AND IS INCORPORATED HEREIN BY THIS REFERENCE.
2. ASSURE THE AGENCY THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.
3. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST * 10 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. ANY CHANGES TO THE MENU MADE AFTER AGENCY APPROVAL, MUST BE AGREED UPON BY THE AGENCY AND DOCUMENTED ON THE MENU RECORDS.

* Negotiable time frame but should be no longer than 24 hours.

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

VENDOR #:
AGREEMENT #:

4. ASSURE THAT EACH MEAL PROVIDED TO THE AGENCY UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE SFSP MEAL PATTERN AND THE CHILD AND ADULT CARE FOOD PROGRAM'S SCHEDULE B--MEAL PATTERN FOR OLDER CHILDREN (ATTACHED) WHICH IS EXCERPTED FROM THE TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226.20.
5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE AGENCY DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND, (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE USDA FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE AGENCY. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE AGENCY.
8. ALLOW THE AGENCY TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN * 24 HOURS OF THE SCHEDULED DELIVERY TIME.
9. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE * 5TH DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN 1 HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED, OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT.
10. PROVIDE THE AGENCY WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE CACFP AND SFSP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA RETAIL FOOD FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA HEALTH AND SAFETY CODE ARE MET AT ALL TIMES.
11. OPERATE IN ACCORDANCE WITH CURRENT CACFP AND SFSP REGULATIONS.
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE CERTIFIED PUBLIC ACCOUNTANT HIRED BY THE AGENCY, REPRESENTATIVES OF THE CALIFORNIA STATE DEPARTMENT OF EDUCATION, THE U. S. DEPARTMENT OF AGRICULTURE, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

VENDOR #:
AGREEMENT #:

14. WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN THIS AGREEMENT, THE CONTRACTOR SHALL PROCURE AND MAINTAIN, AT ITS SOLE COST AND EXPENSE, IN A FORM AND CONTENT SATISFACTORY TO CITY, DURING THE ENTIRE TERM OF THIS AGREEMENT INCLUDING ANY EXTENSION THEREOF, THE FOLLOWING POLICIES OF INSURANCE:

A. COMPREHENSIVE GENERAL LIABILITY INSURANCE. PRIOR TO THE COMMENCEMENT OF ANY SERVICES HEREUNDER, CONTRACTOR SHALL PROVIDE A CERTIFICATE OF INSURANCE WITH ORIGINAL ENDORSEMENTS, AS PER CITY REQUIREMENTS, OF THE FOLLOWING INSURANCE: COMMERCIAL GENERAL LIABILITY INSURANCE COVERING THIRD PARTY LIABILITY RISKS, INCLUDING CONTRACTUAL LIABILITY, IN A MINIMUM AMOUNT OF \$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE AND ANNUAL AGGREGATE FOR BODILY INJURY, PERSONAL INJURY, AND PROPERTY DAMAGE.

B. WORKER'S COMPENSATION INSURANCE. A POLICY OF WORKER'S COMPENSATION INSURANCE IN SUCH AMOUNT AS SHALL FULLY COMPLY WITH THE LAWS OF THE STATE OF CALIFORNIA AND WHICH SHALL INDEMNIFY, INSURE AND PROVIDE LEGAL DEFENSE FOR BOTH THE CONTRACTOR AND THE CITY AGAINST ANY LOSS, CLAIM OR DAMAGE ARISING FROM ANY INJURIES OR OCCUPATIONAL DISEASES OCCURRING TO ANY WORKER EMPLOYED BY OR ANY PERSONS RETAINED BY THE CONTRACTOR IN THE COURSE OF CARRYING OUT THE WORK OR SERVICES CONTEMPLATED IN THIS AGREEMENT.

C. AUTOMOTIVE/VEHICLE INSURANCE. A POLICY OF COMPREHENSIVE AUTOMOBILE/VEHICLE LIABILITY (INCLUDING OWNED, NON-OWNED, LEASED, AND HIRED AUTOS/VEHICLES) INSURANCE WRITTEN ON A PER OCCURRENCE BASIS IN AN AMOUNT NOT LESS THAN \$1,000,000 SINGLE LIMIT, PER OCCURRENCE, FOR BODILY INJURY AND PROPERTY DAMAGE.

D. TERM OF POLICIES. ALL POLICIES OF INSURANCE DESCRIBED IN THIS ARTICLE SHALL BE MAINTAINED DURING THE ENTIRE TERM OF THIS AGREEMENT AND FOR A PERIOD OF AT LEAST ONE (1) YEAR FOLLOWING SUBSTANTIAL COMPLETION OF THE PROJECT.

E. ADDITIONAL INSURANCE. POLICIES OF SUCH OTHER INSURANCE, AS MAY BE REQUIRED IN THE PROGRAM DOCUMENTS.

ALL OF THE ABOVE POLICIES OF INSURANCE SHALL BE PRIMARY INSURANCE AND SHALL NAME THE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED'S. THE INSURER SHALL WAIVE ALL RIGHTS OF SUBROGATION AND CONTRIBUTION IT MAY HAVE AGAINST THE CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, AND THEIR RESPECTIVE INSURERS. ALL OF SAID POLICIES OF INSURANCE SHALL BE ENDORSED TO:

(1) PROVIDE THAT SAID INSURANCE MAY NOT BE AMENDED OR CANCELLED WITHOUT PROVIDING THIRTY (30) DAYS PRIOR WRITTEN NOTICE BY CERTIFIED OR REGISTERED MAIL TO THE CITY;

(2) PROVIDE THAT THE INSURER SHALL WAIVE ALL RIGHTS OF SUBROGATION AND CONTRIBUTION IT MAY HAVE AGAINST THE CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, AND THEIR RESPECTIVE INSURERS; AND

(3) NAME THE CITY, ITS CITY COUNCIL AND ALL THE CITY COUNCIL APPOINTED GROUPS, COMMITTEES, BOARDS, AND ANY OTHER CITY COUNCIL APPOINTED BODIES, AND THE CITY'S ELECTED OR APPOINTED OFFICERS, AND ITS OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS (HEREINAFTER "CITY AND CITY PERSONNEL") AS ADDITIONAL INSURED'S; AND

(4) CONTRACTOR SHALL INCLUDE ANY SUBCONTRACTING CONTRACTORS AS INSURED UNDER ITS POLICIES, OR CONTRACTOR SHALL FURNISH SEPARATE CERTIFICATES AND ENDORSEMENTS FOR EACH SUB-CONTRACTOR. ALL COVERAGE FOR SUCH SUB-CONTRACTORS SHALL BE SUBJECT TO THE REQUIREMENTS STATED HEREIN.

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

VENDOR #:

AGREEMENT #:

ALL OF CONTRACTOR INSURANCE (I) SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO CITY AND CITY PERSONNEL; (II) SHALL BE PRIMARY INSURANCE AND ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY CITY OR CITY PERSONNEL SHALL BE IN EXCESS OF THE CONTRACTOR'S INSURANCE AND SHALL NOT CONTRIBUTE WITH IT; (III) EXCEPT FOR PROFESSIONAL LIABILITY INSURANCE POLICIES, SHALL BE "OCCURRENCE" RATHER THAN "CLAIMS MADE" INSURANCE; (IV) SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE LIMITS OF THE INSURER'S LIABILITY.

NO WORK OR SERVICES UNDER THIS AGREEMENT SHALL COMMENCE UNTIL THE CONTRACTOR HAS PROVIDED THE CITY WITH CERTIFICATES OF INSURANCE OR APPROPRIATE INSURANCE BINDERS EVIDENCING THE ABOVE INSURANCE COVERAGES AND SAID CERTIFICATES OF INSURANCE OR BINDERS ARE APPROVED BY THE CITY. IN THE EVENT ANY OF SAID POLICIES OF INSURANCE ARE MATERIALLY MODIFIED OR CANCELLED FOR ANY REASON, THE CONTRACTOR SHALL, PRIOR TO THE CANCELLATION DATE, SUBMIT NEW EVIDENCE OF INSURANCE, IN CONFORMANCE WITH THIS SECTION TO THE CONTRACT OFFICER.

THE CONTRACTOR AGREES THAT THE PROVISIONS OF THIS SECTION SHALL NOT BE CONSTRUED AS LIMITING IN ANY WAY THE EXTENT TO WHICH THE CONTRACTOR MAY BE HELD RESPONSIBLE FOR THE PAYMENT OF DAMAGES TO ANY PERSONS OR PROPERTY RESULTING FROM THE CONTRACTOR'S NEGLIGENT ACTIVITIES OR THE ACTIVITIES OF ANY PERSON OR PERSONS FOR WHICH THE CONTRACTOR IS OTHERWISE RESPONSIBLE.

IN THE EVENT THE CONTRACTOR SUBCONTRACTS ANY PORTION OF THE WORK OF THIS AGREEMENT, THE CONTRACT BETWEEN THE CONTRACTOR AND SUCH SUB-CONTRACTOR SHALL REQUIRE THE SUB-CONTRACTOR TO MAINTAIN THE SAME POLICIES OF INSURANCE THAT THE CONTRACTOR IS REQUIRED TO MAINTAIN PURSUANT TO THIS SECTION.

15. INDEMNIFY THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST, AND SHALL HOLD AND SAVE THEM AND EACH OF THEM HARMLESS FROM, ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES TO PERSONS OR PROPERTY, LOSSES, COSTS, PENALTIES, OBLIGATIONS, ERRORS, OMISSIONS OR LIABILITIES, (HEREIN "CLAIMS OR LIABILITIES") THAT MAY BE ASSERTED OR CLAIMED BY ANY PERSON, FIRM OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, OPERATIONS OR ACTIVITIES OF CONTRACTOR, ITS AGENTS, EMPLOYEES, SUB-CONTRACTORS, OR INVITEES, PROVIDED FOR HEREIN, OR ARISING FROM ACTS OR OMISSIONS OF CONTRACTOR HEREUNDER, OR ARISING FROM CONTRACTOR'S PERFORMANCE OF OR FAILURE TO PERFORM ANY TERM, PROVISION, COVENANT OR CONDITION OF THIS AGREEMENT, WHETHER OR NOT THERE IS CONCURRENT PASSIVE NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES BUT EXCLUDING SUCH CLAIMS OR LIABILITIES ARISING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, WHO ARE DIRECTLY RESPONSIBLE TO THE CITY, AND IN CONNECTION THEREWITH:
- (A) CONTRACTOR SHALL DEFEND ANY ACTION OR ACTIONS FILED IN CONNECTION WITH ANY OF SAID CLAIMS OR LIABILITIES AND SHALL PAY ALL COSTS AND EXPENSES, INCLUDING LEGAL COSTS AND ATTORNEYS' FEES INCURRED IN CONNECTION THEREWITH;
- (B) CONTRACTOR SHALL PROMPTLY PAY ANY JUDGMENT RENDERED AGAINST THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES FOR ANY SUCH CLAIMS OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENT PERFORMANCE OF OR FAILURE TO PERFORM SUCH WORK, OPERATIONS OR ACTIVITIES OF CONTRACTOR HEREUNDER; AND CONTRACTOR AGREES TO SAVE AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS THEREFROM;
- (C) IN THE EVENT THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES IS MADE A PARTY TO ANY ACTION OR PROCEEDING FILED OR PROSECUTED AGAINST CONTRACTOR FOR SUCH DAMAGES OR OTHER CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENT PERFORMANCE OF OR FAILURE TO PERFORM THE WORK, OPERATION OR ACTIVITIES OF CONTRACTOR HEREUNDER, CONTRACTOR AGREES TO PAY TO THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, ANY AND ALL COSTS AND EXPENSES INCURRED BY THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES IN SUCH ACTION OR PROCEEDING, INCLUDING BUT NOT LIMITED TO, LEGAL COSTS AND ATTORNEYS' FEES.

VENDOR #:
AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AND SUMMER FOOD SERVICE
PROGRAM AGENCY AND A FOOD SERVICE VENDOR**

THE VENDOR CERTIFIES:

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH AGENCY SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

THE AGENCY AGREES TO:

1. REQUEST BY TELEPHONE NO LATER THAN 5 P.M. ON THURSDAY AN ACCURATE NUMBER OF
TIME OF DAY AND DAY OF WEEK

MEALS TO BE DELIVERED TO THE AGENCY ON EACH WEEKDAY NOTIFY THE
WEEKDAY OR AS APPROPRIATE

VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN * 24 HOURS OF THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY OF THE AGENCY.

2. ENSURE THAT AN AGENCY REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE AGENCY ASSURES THE VENDOR THAT THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF THE CACFP, AND IN HEALTH AND SANITATION PRACTICES.

3. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN 5 P.M.
TIME EACH DAY

4. NOTIFY THE VENDOR WITHIN 10 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.

5. PROVIDE THE VENDOR WITH A COPY OF TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226; THE CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE B—MEAL PATTERN FOR OLDER CHILDREN; AND THE USDA FOOD BUYING GUIDE (AS APPLICABLE); AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE CACFP. THE AGENCY WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE AGENCY, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE CACFP.

* Negotiable time frame but should be no longer than 24 hours.

VENDOR #:
AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

6. PAY THE VENDOR BY THE LAST DAY OF EACH MONTH THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE AGENCY AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE

TERMS OF THE AGREEMENT:

THIS AGREEMENT WILL TAKE EFFECT COMMENCING JULY 1, 2013 AND SHALL BE FOR A PERIOD
DATE
OF ONE CALENDAR YEAR. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION.

SCHOOL FOOD AUTHORITY VENDING TO AN AGENCY:

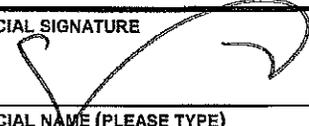
PER TITLE 7, CODE OF FEDERAL REGULATIONS, PART 226.20 (c), AGENCIES WHICH VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE SCHOOL'S MEAL PATTERN. ENTER THE SCHOOL MEAL INITIATIVE (SMI) PLANNING OPTION(S) YOU WILL USE AND SUBMIT A MENU TO THE AGENCY FOR NSD'S APPROVAL IF YOU WILL NOT USE THE STANDARD CACFP MEAL PATTERN:

If the Agency agrees to the menu planning option, the school will train the Agency by: _____

AGENCY:

Agrees to allow the school to use the SMI menu planning option noted above (submit menu for NSD's approval):
Yes No

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

VENDOR OFFICIAL SIGNATURE 	AGENCY OFFICIAL SIGNATURE 
VENDOR OFFICIAL NAME (PLEASE TYPE) SHABIR KASHYAP	AGENCY OFFICIAL NAME (PLEASE TYPE) RENÉ BOBADILLA
TITLE PRESIDENT	TITLE CITY MANAGER
TELEPHONE NUMBER 323-923-9335 x 210	TELEPHONE NUMBER (323) 584-6222
DATE 6/3/13	DATE MAY 20, 2013

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN**

NSD 2050B (REV. 07/03)

VENDOR #:

AGREEMENT #:

BREAKFAST	AGES ONE THROUGH THREE YEARS	AGES THREE THROUGH SIX YEARS	AGES SIX THROUGH TWELVE YEARS
MILK, FLUID	½ CUP	¾ CUP	1 CUP
VEGETABLE, FRUIT OR FULL-STRENGTH (100%) JUICE	¼ CUP	½ CUP	½ CUP
GRAINS/BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC., OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ½ OZ. ¼ CUP	½ SLICE ½ SERVING ¼ CUP OR ½ OZ. ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ. ½ CUP
LUNCH OR SUPPER			
MILK, FLUID	½ CUP	¾ CUP	1 CUP
VEGETABLE AND/OR FRUIT (TWO OR MORE KINDS)	¼ CUP TOTAL	½ CUP TOTAL	¾ CUP TOTAL
GRAINS/BREAD (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC., OR COOKED PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR COOKED DRIED BEANS OR DRIED PEAS * OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS** OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES.	1 OZ. 1 OZ. ¼ CUP OR 2 OZ. 1 EGG ¼ CUP 2 TBSP ½ OZ.** ½ CUP	1-½ OZ. 1-½ OZ. ¾ CUP OR 3 OZ. 1 EGG ¾ CUP 3 TBSP ¾ OZ.** ¾ CUP	2 OZ. 2 OZ. ½ CUP OR 4 OZ. 1 EGG ½ CUP 4 TBSP 1 OZ.** 1 CUP
AM OR PM SUPPLEMENT (SELECT TWO OF THESE FOUR COMPONENTS)***			
MILK, FLUID	½ CUP	½ CUP	1 CUP
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	½ CUP	½ CUP	¾ CUP
GRAINS OR BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS.	½ SLICE ½ SERVING ¼ CUP OR ½ OZ. ¼ CUP	½ SLICE ½ SERVING ¼ CUP OR ½ OZ. ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ. ½ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED**** OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES.	½ OZ. ½ OZ. ¼ CUP OR 1 OZ. ½ EGG ¼ CUP ¼ CUP 1 TBSP ½ OZ.	½ OZ. ½ OZ. ¼ CUP OR 1 OZ. ½ EGG ¼ CUP ¼ CUP 1 TBSP ½ OZ.	1 OZ. 1 OZ. ¼ CUP OR 2 OZ. 1 EGG ½ CUP ¼ CUP 2 TBSP 1 OZ.
CERTIFICATION			
I hereby certify that all meals claimed shall meet the minimum requirements set forth in the meal pattern for older children as prescribed by Title 7 Code of Federal Regulations, Part 226.20 and as outlined in Schedule B, NSD 2050B.			
SIGNATURE OF AUTHORIZED REPRESENTATIVE 		TITLE CITY MANAGER	DATE MAY 20, 2013
AGENCY NAME CITY OF HUNTINGTON PARK			
AGENCY ADDRESS 3401 E. FLORENCE AVE., HUNTINGTON PARK, CA 90255			

SCHEDULE B

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN**

NSD 2050B (REV. 07/03)

- * DRIED BEANS OR DRIED PEAS MAY BE USED AS A MEAT ALTERNATE OR AS A VEGETABLE COMPONENT; BUT CANNOT BE COUNTED AS BOTH COMPONENTS IN THE SAME MEAL.
- ** NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. TO DETERMINE COMBINATIONS, 1 OZ. OF NUTS OR SEEDS IS EQUAL TO 1 OZ. OF COOKED LEAN MEAT, POULTRY, OR FISH. ROASTED PEAS CAN COUNT AS A MEAT ALTERNATE OR VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH IN THE SAME MEAL.
- *** JUICE CANNOT BE SERVED WHEN MILK IS SERVED AS THE ONLY OTHER COMPONENT.
- **** IF YOGURT IS USED AS THE MEAT COMPONENT IN SUPPLEMENTS, MILK CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT. COMMERCIALY ADDED FRUIT OR NUTS IN FLAVORED YOGURT CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT IN SUPPLEMENTS.

ATTACHMENT "B"

**SUMMER FOOD SERVICE PROGRAM
CONTRACT EXTENTION FOR VENDED MEALS**

VENDOR #:
CNIPS #:

This agreement, made and entered into this 16th day of June year 2014 in the State of California, by and between City of Huntington Park, hereinafter referred to as the Agency and Unified Nutirmeals hereinafter referred to as the Contractor.

Witnesseth:

1. That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the agency hereinafter expressed, does hereby agree to furnish to the agency services and materials as described in the invitation for bid and contract, Sections A, B, C, D, E, F, G, H and Schedules A, B and C, which are attached and made a part hereof by this reference.
2. The period of this contract will be from July 1, 2014 through June 30, 2015. This contract may be extended for a one-year period up to four times. The total timeframe of the contact cannot exceed a total of five years. This contract may be canceled for cause by either party with a sixty-day notification.
3. In consideration of the service, performed in a manner acceptable to the agency and in compliance with the SFSP regulations, 7 CFR Part 225, the agency will pay the Contractor within 30 days of receipt, the full amount of the itemized invoices as confirmed by delivery or pick up receipts, at the unit price specified in the contract.
4. The total amount payable by the agency to the Contractor under this contract will not exceed \$ 87,054.30.
5. All requirements from the original contract remain in effect.
6. The Contractor will deliver meals up to 4 sites before a revision to this extension is required by either the Contractor or Agency.
7. The price of each meal are:
 No changes in meal price(s) from the original contracted price
 Changes to meals/prices: Breakfast _____ Lunch _____ Dinner _____ Snack _____
8. This contract continues to allow the Agency to decrease or increase the number of meals as needed.

In witness whereof, this agreement has been executed by the parties hereto, upon the date first above written.

AGENCY	CONTRACTOR
AGENCY NAME City of Huntington Park	CONTRACTOR (STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME AND TITLE OF PERSON SIGNING Rene Bobadilla, City Manager	PRINTED NAME AND TITLE OF PERSON SIGNING
	ADDRESS



CITY OF HUNTINGTON PARK

Department of Parks and Recreation
City Council Agenda Report

June 16, 2014

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

Dear Mayor and Members of the City Council:

APPROVE US SOCCER FOUNDATION, INC. FIELD ENHANCEMENT GRANT AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review and approve the Field Enhancement Grant Agreement with United States Soccer Foundation, Inc. (USSF) for Lighting Grant.
2. Sign the agreement between the City of Huntington Park and United States Soccer Foundation, Inc.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Parks and Recreation was awarded a \$25,000 competitive grant by USSF in May 2014. The grant award will be in the form of a credit towards the purchase of Musco Lighting.

The USSF grant will pay for a portion of the lighting infrastructure for the Salt Lake Park soccer field project. Specifically, the funding will be used to install a Musco software program to remotely operate the soccer field's lighting system.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the city; the agreement obligates the United States Soccer Foundation, Inc. to pay for lighting infrastructure for the Salt Lake Park soccer field.

CONCLUSION

Please return one signed copy of the Agreement to the Department of Parks and Recreation and to the City Clerk's Office.

**APPROVE US SOCCER FOUNDATION INC. FIELD ENHANCEMENT GRANT
AGREEMENT**

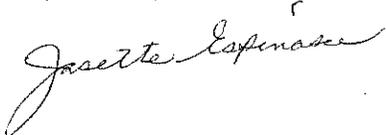
June 16, 2014

Page 2 of 2

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JOSETTE ESPINOSA
Director of Parks and Recreation

ATTACHMENTS

Attachment A: Field Enhancement Grant Agreement

ATTACHMENT "A"

**FIELD ENHANCEMENT
GRANT AGREEMENT – FISCAL YEAR 2014**

Pursuant to this Grant Agreement (“Agreement”), dated as of **May 27, 2014** (“Effective Date”) the United States Soccer Federation Foundation, Inc. (the “Foundation”), agrees to award the Grant described below (“Grant”) to **City of Huntington Park** and Grantee accepts such Grant in accordance with the terms and conditions set forth herein.

- 1. Foundation:** **U.S. Soccer Foundation**
Attn: Grants Department
1211 Connecticut Avenue, NW, Suite 500
Washington, DC 20036

Grantee: **City of Huntington Park**
Attn: Josette Espinosa
6550 Miles Ave
Huntington Park, CA 90255
- 2. Grant Project:** The Foundation and Grantee agree that the **Lighting Grant** is as described in Grantee’s Grant Application, **FY14-403** as submitted to the Foundation (“Grant Application”).
- 3. Grant:** The Grantee has been awarded a Grant in the amount of **\$25,000** by the Foundation, which shall be in the form of:

*** \$25,000 in product credit to be spent with Musco Lighting.**
- 4. Grant Conditions:**

 - a) Grantee must return an executed copy of this Agreement to the Foundation by **June 13, 2014**.
 - b) The Foundation’s logo shall remain at all times the sole and exclusive intellectual property of the Foundation. Any use of the Foundation’s logo must be specifically requested in writing for approval, in advance, by the Foundation and the Foundation shall have the right, at its discretion, to request samples of use from which it may determine compliance with the terms and conditions herein. The Foundation, in its sole and absolute discretion, additionally reserves the right to prohibit use of its logo for any reason.
- 5. Grantee Covenants:** In order to induce the Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:

 - a) Soccer will be given scheduling priority on, and majority use of, the field(s) benefitting from the Grant Project (the “Field”) for as long as it is operational. Majority use shall mean use of greater than fifty per cent (50%) for all scheduled activities on the Field.
 - b) Grantee presently owns, or is currently tenant to an appropriate long-term lease of, that property on which the Field is located. An appropriate long-term lease shall mean a lease of at least ten (10) years in length following the date of submission of the Grant Application.
 - c) Prior to commencing installation of the Grant Project, Grantee will obtain, or shall assist (where necessary) in obtaining, all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation of the Grant Project.

6. **Use of Grant:** The Grant will be used only for those lawful purposes authorized under IRS Code Section 501(c)(3) and, in particular, for those purposes described in the Grant Application upon which the Foundation relied in its selection of Grantee. Any part of the Grant not used for the purposes consistent with IRS Code Section 501(c)(3), and otherwise in accordance with this Agreement, shall constitute a default and be immediately returned or reimbursed to the Foundation. In addition, Grantee shall also pay to the Foundation, promptly upon demand, all costs of collection relating to an attorney after such default, whether or not any action shall be instituted to enforce this Agreement or otherwise to collect hereunder.
7. **Facts & Representations True and Correct:** Grantee hereby affirms the representations made in its Grant Application are true and correct and that Foundation may rely upon the truth and correctness of the representations made in the Grant Application without further independent investigation. Grantee further affirms that it has not omitted any material fact from its Grant Application, the knowledge of which would adversely impact the awarding of the Grant to Grantee. Grantee avows that no adverse events have occurred since the date of such Grant Application which have materially and adversely altered the truth or reliability of the Grant Application, including, but not limited to, the tax status of Grantee and the Grantee's ability to successfully complete the Grant Project as described within the Grant Application. Grantee agrees to immediately inform the Foundation within five (5) business days of any material change, in Grantee or the Grant Project, which might affect any terms of this Agreement.
8. **Grantee Books & Records:** Grantee agrees to maintain sufficient operating and financial books, records and related documentation involving the Grantee's activities and other evidence sufficient for the Foundation to satisfy its fiduciary, public and governmental responsibilities and duties. The Foundation shall have reasonable access to the Grantee's books and records for inspection purposes and shall be entitled to copies of the same as such relate to the Grant and/or Grant Program.
9. **Grantee Obligations:**
 - a) **Semi-Annual Status Reports:** During the term in which the Foundation is providing support for the Grant Project, Grantee shall submit Semi-Annual Status Reports, the form of which will be provided by the Foundation, on a semi-annual basis commencing six (6) months from the Effective Date. Such Semi-Annual Status Reports shall include digital photographs, videos, stories and testimonials relating to the Grant Project.
 - b) **Post-Term Annual Status Reports:** Commencing two (2) years from the Effective Date, Grantee agrees to submit Annual Status Reports, in the form described above, for two (2) consecutive years following the conclusion of the aforementioned term.
 - c) **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in the aforementioned Status Reports, the Grantee shall submit the same to the Foundation upon request by the Foundation.
 - d) **Site Visits:** Grantee will use its best efforts to accommodate any representative of the Foundation who requests to conduct a site visit, at the sole cost of the Foundation, for the purposes of collecting information about Grant's impact.
 - e) **Annual Reports:** Grantee shall make available to the Foundation the organization's Annual Report, if any.

10. Foundation Recognition & Publicity Material:

- a) Grantee, upon written approval by the Foundation, shall recognize the Foundation and acknowledge the Grant in Grantee's written materials, news releases, website, signage at the location of the Grant Project and related marketing or publicity.
- b) If Grantee possesses a website, such website shall include a hyperlink to the Foundation's website.
- c) Grantee, upon reasonable advanced notice by the Foundation will make best efforts to provide field space to the Foundation for events which include, but are not limited to, tournaments, clinics, training sessions and media functions.
- d) The Foundation shall have the right to publicize, show photographs and video, use the name of the Grantee and the Grant Project and otherwise promote its contributions to such in any and all media, including the Internet. Grantee authorizes the Foundation to utilize those logo or logos, owned or controlled by Grantee and associated with the Grant Project, for related marketing and/or publicity.
- e) Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should the Foundation request such, which may include appearances by athletes affiliated with the Foundation. In order to assist Grantee, the Foundation will provide copies of the Foundation's logo(s) and a standard press release for Grantee to share with local media.
- f) Foundation will provide to Grantee the following material in order to support the marketing and publicity requirements under this Agreement:
 - i) A color copy of Foundation logo. Any use of such logo must be specifically approved in writing in advance by Foundation.
 - ii) A standard press release for Grantee to distribute to local media.

11. Grant Not Assignable: The Grant herein made is intended solely for Grantee and for the Grant Project described in the Grant Application. No benefit of the Grant may be delegated, assigned or otherwise transferred without the advance written consent of the Foundation, which consent shall be in the sole and absolute discretion of the Foundation.

12. Proof of Completion: Upon completion of the Grant Project, the Grantee will certify completion of the Grant Project by providing the Foundation with appropriate documentation demonstrating the completion of the Grant Project.

13. Foundation's Reservation of Rights; Rescission of Grant: The Foundation reserves the right to demand the immediate return of any unused portion of the Grant and to terminate its obligations under this Agreement should it determine, in its sole discretion, that Grantee has not satisfied the terms and conditions of this Agreement or that Grantee has not satisfied local, state, or federal law in connection with the Grant Project.

- a) Any portion of the Grant which is not expended on the Grant Project by **June 1, 2015**, shall be immediately subject to rescission.
- b) If such proof of completion is not provided to the Foundation within one (1) year following the Effective Date, this Agreement shall be null and void and Foundation shall thereafter have no obligation to Grantee.

- c) Any portion of the Grant which is not expended on the Grant Project, due to a material change in Grantee or Grant Project, shall be immediately subject to rescission.
14. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the District of Columbia, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.
15. **Attorney's Fees:** Grantee agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Foundation in connection with any litigation concerning this Agreement should the Foundation prevail against Grantee in such litigation.
16. **Property Authority:** Each of the parties hereto and their officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.
17. **Absence of Warranties:** THE FOUNDATION MAKES NO REPRESENTATION OR WARRANTIES HEREUNDER OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE GRANT, THE GRANT PROJECT OR THE PERFORMANCE BY THIRD PARTIES OF ANY SERVICES. IN NO EVENT WILL THE FOUNDATION BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OF THE OBLIGATIONS HEREUNDER.
18. **Assumption of Risk:** Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, storage, location, maintenance and condition of the Team and/or Player Equipment, if any, and other products awarded in connection with this Grant Agreement.
19. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless the Foundation, its parent, subsidiary and affiliated companies, sponsors, benefactors, donors, officers, directors, employees, accountants, attorneys, agents, successors and assigns ("Foundation Parties") from and against any and all third party claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable legal/attorney's fees and expenses arising out of or related to any legal proceeding and any legal appeal) ("Claim" or "Claims") related to the Grant, the Grant Project or this Agreement and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with maintenance, location, or condition of the Grant Project, or any person's use of the such, whether authorized or unauthorized, proper or improper. Grantee represents to the Foundation that the Grant Project does not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any person or entity. Grantee's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement.
20. **Insurance Requirements:**
- a) **Insurance Requirements during Construction/Field Enhancement(s).** Prior to commencing work and until substantial completion of the installation of the Grant Project ("Field Enhancement(s)"), Grantee shall provide and maintain (or require its Contractor performing the installation work to provide and maintain), at its expense, the following insurance which shall protect Grantee, its Contractor and the Foundation on a primary basis

from any and all Claims arising out of or in connection with the Grant Project and Field Enhancement(s) pursuant to this Agreement:

- (i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, premises liability, products-completed operations, personal and advertising injury, property damage and bodily injury liability (including death). Policy shall also include coverage for (i) liability arising out of Contractor's use, operation and/or maintenance of any construction machinery/equipment in the performance of the construction/installation of any Field Enhancement(s); and (ii) owners and contractors protective. Said policy shall be endorsed to name the Foundation and Foundation Parties as Additional Insureds.
- (ii) Automobile Liability insurance covering liability arising out of the Grantee's (or its Contractor's) use, operation and/or maintenance of any auto (including trucks and other construction vehicles), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.
- (iii) Workers' Compensation insurance covering employees of Grantee (and its Contractor) involved with the installation of the Field Enhancement(s), with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (iv) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.
- (v) Builder's Risk Property insurance covering loss or damage to the materials, equipment and supplies used during the course of installation of any Field Enhancement(s) in the amount of the full replacement cost thereof. Said policy shall insure against perils on an "all risk" basis and shall include a waiver of subrogation in favor of Foundation and Foundation Parties with respect to losses covered by this insurance.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the Field Enhancement(s); and (2) shall be written by insurance companies that are satisfactory to Foundation and that are licensed to do business in the state in which the Field Enhancement is located. Grantee (and its Contractor) shall not allow any of the required policies to be materially changed, reduced or cancelled unless Grantee provides thirty (30) days prior written notice thereof to Foundation.

Upon execution of this Agreement, Grantee shall provide Foundation with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

b) Insurance Requirements following Installation of the Field Enhancement(s). Following the substantial completion of the Field Enhancement(s) and at all times while the Field Enhancement is in place, Grantee shall provide and maintain, at its expense, the following insurance:

- (i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for premises liability, contractual liability, products-completed

operations, participant legal liability, personal and advertising injury, property damage and bodily injury liability (including death). Said policy shall be endorsed to name the Foundation and Foundation Parties as Additional Insureds.

- (ii) Workers' Compensation insurance covering employees of Grantee (if any) involved with the use, operation, or maintenance of the Field Enhancement(s), with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (iii) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability and Employer's Liability policy limits.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the use, operation, maintenance and condition of the Field Enhancement(s); and (2) shall be written by insurance companies that are satisfactory to Foundation and that are licensed to do business in the state in which the Field Enhancement is located. Grantee shall not allow any of the required policies to be materially changed, reduced or cancelled unless Grantee provides thirty (30) days prior written notice thereof to Foundation.

Upon execution of this Agreement and at each renewal of the required policies, Grantee shall provide Foundation with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

- 21. **Participant Waiver and Release Forms:** To the extent that Grantee requires participants in its programs to sign waiver and release forms, Grantee shall include the Foundation as one of the released parties in the form.
- 22. **Notices:** Any notices or communications given under this Agreement must be made in writing (a) if to Foundation, at the address of Foundation as hereinabove set forth or at such other address as Foundation may designate by notice, or (b) if to Grantee, at the address of Grantee as hereinabove set forth or at such other address as Grantee may designate by notice.
- 23. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between Foundation and Grantee and cannot be changed, modified, amended, waived or canceled except in writing and executed by each of the parties hereto.
- 24. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first written above.

U.S. Soccer Foundation

City of Huntington Park

By: _____
(Sign)

By: _____
(Sign)

Name: Ed Foster-Simeon

Name: _____
(Print Name)

Title: President and CEO

Title: _____
(Print Title)

Date: _____

Date: _____
(Print Date)



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

June 16, 2014

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

Dear Mayor and Members of the City Council:

PUBLIC HEARING TO CONSIDER ADOPTION OF THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2014-2015 ANNUAL ACTION PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing to consider public comment.
2. Close the public hearing and include any comments received during the 30-day public review period and during this evening's hearing
3. Adopt the Fiscal Year 2014-2015 Annual Action Plan
4. Authorize the City Manager to execute subrecipient agreement with the public service agencies and all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On May 5, 2014, City Council adopted the Fiscal Year 2014-2015 Annual Action Plan. The purpose of this public hearing is to elicit further public comment to meet HUD's noticing requirements. The notice for the May 5, 2014 public hearing had a publishing error and HUD recommended that we conduct a new 30-day public hearing period. At the close of tonight's public hearing, comments from the public will be incorporated into the adopted Annual Plan and resubmitted to HUD.

HUD requires entities to hold two public hearings prior to the adoption of an Annual Action Plan or Consolidated Plan. This is the second public hearing to discuss the Fiscal Year 2014-2015 Annual Action Plan. The first hearing was held on February 18, 2014. HUD requires a subsequent public meeting to accept the Draft Annual Plan which was held on March 17, 2014 and to announce a 30-day public review period. No

PUBLIC HEARING TO CONSIDER ADOPTION OF THE CITY OF HUNTINGTON
PARK'S FISCAL YEAR 2014-2015 ANNUAL ACTION PLAN

June 16, 2014

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changes were made to the approved Fiscal Year 2014-15 Annual Plan adopted by City Council on May 5, 2014.

FISCAL IMPACT/FINANCING

The City will have available in Fiscal Year 2014-2015 an estimated \$2,969,943 in Community Development Block Grant (CDBG) (\$1,499,062) and \$1,407,881 in HOME funds.

CDBG (\$1,499,062):

- a) Fiscal Year 2014-15 allocation of \$1,308,812; and
- b) Estimated carryover (the unexpended balance of funds from Fiscal Year 2013-2014) of \$190,250.

HOME (\$1,407,881):

- c) Fiscal Year 2014-2015 allocation of \$483,645;
- d) Estimated carryover of \$382,194 from FY 2013-14 projects ; and
- e) Estimated unbudgeted carryover of \$605,042.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Annual Action Plan is a funding strategy that articulates the City's utilization of HUD grant funds and other available resources to undertake programs and projects that will help the City meet the goals and objectives outlined in the Five-Year Consolidated Plan.

Proposed CDBG Activities. In accordance with priorities established in the City's Five-Year Consolidated Plan, the following activities are proposed to further the purpose of the CDBG program of developing viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.

Consolidated Plan Priority 1.1: Maintain and Strengthen Neighborhoods

- a. Neighborhood Improvement Code Enforcement (NICE) Program. An allocation of \$340,000 to continue funding of property inspections in concert with other CDBG funded activities conducted exclusively in the low- and moderate-income CDBG eligible service area.

Consolidated Plan Priority 2.1: Homeless Support Services

- a. An allocation of \$10,000 to the Southeast Churches Service Center, Emergency Food Program to provides a delivery system of essential food products to low and moderate income persons.

Consolidated Plan Priority 6.1: Public Services

CDBG regulations permit up to 15 percent of a grantee's annual allocation to be used for public services. Continued funding at this year's current levels is proposed for the following:

PUBLIC HEARING TO CONSIDER ADOPTION OF THE CITY OF HUNTINGTON
PARK'S FISCAL YEAR 2014-2015 ANNUAL ACTION PLAN

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- a. An allocation of \$75,000 to the City's Parks and Recreation Department for the After School Recreation Program that offers a variety of recreational activities such as sports, a nutrition program, arts and crafts, field trips, and homework assistance.
- b. An allocation of \$5,000 to the Huntington Park Library, Homework Center to provide students in grades one through eight to receive supervised guidance and assistance in homework related areas, as well as access to online educational resources.
- c. An allocation of \$15,000 to City Police Department's Juveniles At-Risk Boot Camp Program, which offers a 12-week program with a one-week military style "boot camp" for youth ranging from 12-15 years of age that emphasizes physical fitness and individual monitoring to develop family values by improving bonds between parents and children.
- d. An allocation of \$65,000 to the City's Public Works Department for the Community Beautification Program provides contracted services to remove graffiti throughout the City, including all streets, public sidewalks, and public and private buildings.
- e. An allocation of \$10,000 to the Fair Housing Foundation, Fair Housing Services to affirmatively further fair housing by providing fair housing related services, including housing discrimination counseling and investigative services, landlord-tenant housing dispute resolution services and education and outreach services.
- f. An allocation of \$16,322 to the City's Community Development Department for the Downtown Parklet's Pilot Program to enhance the downtown by providing restaurants and cafés additional outdoor space for dining and rest.

Consolidated Plan Priority 7.1: Economic Development

- a. Business Assistance & Economic Development Program. An allocation of \$116,567 to provide technical support, business resources and referrals to Huntington Park businesses. CDBG funding serves to increase economic development activities citywide by increasing business retention and attraction services such as providing business and financial planning assistance to new and existing businesses and serving as a local resource center.
- b. Commercial Rehabilitation Program. The City will carry over \$190,000 previously allocated in FY 2013-2014 for the implementation of the Commercial Rehabilitation Program and increase the budget to \$300,000 with new allocation. The program provides up to \$50,000 in rehabilitation assistance to commercial properties for facade and other exterior improvements, to improve handicap accessibility, and to correct code violations. The program also funds project delivery costs related to commercial rehabilitation projects, such as a portion of one staff position, labor compliance consulting fees and architectural consulting fees. The program will target commercial façade on Pacific Boulevard.

Consolidated Plan Priority 8.1: Other Community Development Needs

- a. CDBG Program Administration. An allocation of \$261,762 to provide required development, management, coordination and monitoring of the CDBG program.
- b. Unallocated CDBG Funds. CDBG funds in the amount of \$246,411 are available for programming in FY 2014-2015.

PUBLIC HEARING TO CONSIDER ADOPTION OF THE CITY OF HUNTINGTON
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Proposed HOME Activities. City staff recommends the following activities that are consistent with priorities set forth in the City's Five-Year Consolidated Plan and that fulfill the purpose of the HOME program to create affordable housing for low-income households:

Consolidated Plan Priority 1.1: Maintain and Strengthen Neighborhoods

- a. Residential Rehabilitation Program. An allocation of \$186,141 is provided via subrecipient financial assistance to owners of single-family homes (one to four units) to rehabilitate their properties in conformance with the City's property standards required under the HOME program.

Consolidated Plan Priority 1.2: Increase Supply of Affordable Housing

- a. 6337 Middleton Street (continuing project). The City anticipates expending the remaining balance of approximately \$100,000 of the \$1.745 million in HOME funds allocated in FY 2012-13 to convert a former 55-unit motel into an affordable 24 unit rental housing project. The developer, LINC Community Development Corporation, leveraged HOME funds to secure other sources such as Low Income Housing Tax Credits, acquired the site and is in the throes of completing rehabilitation, which is anticipated to be completed by December 30, 2014.
- b. 6700-6614 Middleton Project (continuing project). The City anticipates expending the balance of \$15,000 of the estimated \$2.006 million in HOME funds previously allocated for a rental housing project at 6700-6702 and 6614 Middleton Street. The CHDO that owns the site are discussing a workout plan whereby the property could be transferred with covenants in place to a for-profit developer who would complete the project and provide for 11 HOME units.
- c. CHDO Operating Expenses. The City will provide 5% of its FY 2014-15 allocation, or \$24,182, to the Oldtimers Housing Development Corporation (OHDC – IV), a local CHDO to be used for operating expenses. Eligible operating expenses for which the CHDO may use these funds include the following: salaries, wages, benefits, and other employee compensation; employee education, training, and travel; rent and utilities; communication costs; taxes and insurance; and equipment, materials, and supplies.

Consolidated Plan Priority 1.3 Preserve Existing Affordable Housing

- a. Tenant-Based Rental Assistance Program. The City has entered into a subrecipient agreement with a nonprofit agency to operate a City-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the City's Consolidated Plan. The City will give local preference to 130 very low-income elderly persons. Funding for this program includes \$235,630 budgeted in FY 2013-14 and carried over into FY 2014-15, and \$630,000 that will be budgeted in FY 2014-15.

PUBLIC HEARING TO CONSIDER ADOPTION OF THE CITY OF HUNTINGTON
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June 16, 2014

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Consolidated Plan Priority 8.1: Other Community Development Needs

- a. FY 2014-15 HOME Program Administration. An allocation of \$48,364 to provide required development, management, coordination and monitoring of the HOME program.
- b. FY 2013-14 HOME Program Administration. Unspent HOME funds of \$31,564 budgeted in FY 2013-14 will continue to be used to fund the overall development, management, coordination, and monitoring of the HOME program as implemented by the Community Development Department.
- c. Unallocated HOME Funds. HOME funds in the amount of \$200,000 are available for programming in FY 2014-15.

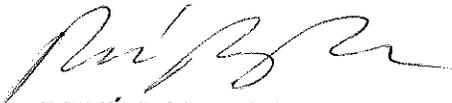
CONTRACTING PROCESS

The City followed protocols established under 24 CFR Part 91, "Consolidated Plan Revisions and Updates" and the City's HUD-mandated Citizen Participation Plan. Tonight's second public hearing fulfills the citizen participation requirement in the City's Citizen Participation Plan and, upon adoption of the FY 2014-2015 Annual Action Plan completes the submission process. The second public hearing before the City Council will provide citizens with another opportunity to comment on the Fiscal Year 2014-2015 Annual Action Plan.

CONCLUSION

Following the public hearing the Fiscal Year 2014-2015 Annual Action Plan will be re-submitted to HUD with any comments from the public for their review and approval. The City will be provided CDBG and HOME funds after HUD and the City execute an agreement, which occurs subsequent to HUD's approval of the City's Annual Action Plan.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.

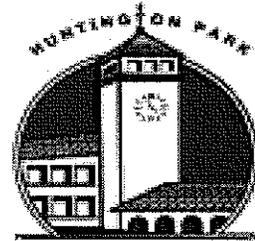


JULIO MORALES
Finance Director

ATTACHMENTS

A: Fiscal Year 2014-2015 Annual Action Plan

ATTACHMENT "A"



CITY OF HUNTINGTON PARK

ANNUAL ACTION PLAN JULY 1, 2014 – JUNE 30, 2015

**CITY OF HUNTINGTON PARK
COMMUNITY DEVELOPMENT DEPARTMENT
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255**



KAREN WARNER ASSOCIATES

Housing Policy Consultants

CITY OF HUNTINGTON PARK 2014-2015 ANNUAL ACTION PLAN

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Executive Summary

The City of Huntington Park has adopted a Five Year Consolidated Plan (2010/11-2014/15) and accompanying 2014-15 Annual Action Plan as a prerequisite to receiving federal CDBG and HOME funds from HUD. The Consolidated Plan identifies the City's overall vision and strategy for addressing its housing and non-housing community development needs. As a means of achieving the Plan's strategic goals, the City annually prepares an Action Plan that describes projects and activities that will address the priority needs of low and moderate income households. The following Annual Action Plan describes resources, programs, activities and actions Huntington Park will use in the upcoming 2014-15 fiscal year to implement its strategic plan and ultimately achieve its Consolidated Plan goals and objectives, summarized in Table E1 as follows:

Table E1: Summary of Strategic Plan Priorities and One-Year Activities

Consolidated Plan 5-Year Priority	Implementing Programs	2014-15 Goal	Outcome/Objective*
HOUSING			
1.1 Strengthen Housing and Neighborhoods	<ul style="list-style-type: none"> ▪ Residential Rehabilitation ▪ Minor Home Repair ▪ Code Enforcement 	3 housing units Program defunded 57,751 persons	DH-1 SL-1 SL-1
1.2 Increase Affordable Housing Supply	<ul style="list-style-type: none"> ▪ Affordable Housing Development 	0 housing units	DH-2
1.3 Preserve Existing Affordable Housing	<ul style="list-style-type: none"> ▪ Tenant-Based Rental Assistance 	130 persons	DH-2
HOMELESS	<u>Emergency Services</u>		
2.1 Support Services and Housing	<ul style="list-style-type: none"> ▪ Southeast Churches ▪ Salvation Army Family Services 	660 persons Program defunded	SL-1 SL-1
COMMUNITY FACILITIES			
4.1 Provide New and Improved Community Facilities to Low/Mod Persons	<ul style="list-style-type: none"> • Construction of Soccer Field 	No new projects proposed	SL-1
INFRASTRUCTURE			
5.1 Provide Infrastructure to Low/Mod Persons	<ul style="list-style-type: none"> ▪ Downtown Public Improvement Project 	Program defunded	SL-1
COMMUNITY SERVICES	<u>Youth Services</u>		
6.1 Provide Needed Services to Low/Mod Persons	<ul style="list-style-type: none"> ▪ After School Program ▪ Homework Center ▪ YMCA After School Program ▪ Juveniles At-Risk Boot Camp 	2,000 persons 75 persons Program defunded 35 persons	SL-1 SL-1 SL-1 SL-1
	<u>Community Beautification</u>		
	<ul style="list-style-type: none"> ▪ Graffiti Removal 	57,751 persons	SL-1
	<u>Special Needs</u>		
	<ul style="list-style-type: none"> ▪ Senior Nutrition Program 	Program defunded	SL-1
	<u>Fair Housing</u>		
	<ul style="list-style-type: none"> ▪ Fair Housing and Tenant/ Landlord Mediation Services 	526 persons	SL-1
ECONOMIC DEVELOPMENT			
7.1 Improve Business Climate	<ul style="list-style-type: none"> ▪ Business Assistance and Economic Development Program ▪ Commercial Rehabilitation ▪ Clean-up of Contaminated Site ▪ Enterprise Zone 	37 businesses 0 Businesses Program defunded Program defunded	EO-1 SL-1 EO-1 EO-1

* Refer to Table 3 for Objectives and Outcomes Numbering System

Evaluation of Past Performance

Huntington Park made significant progress in achieving its FY 2013-14 Annual Plan goals, expending CDBG and HOME funds for an assortment of programs and projects to benefit low- and moderate-income households, including the elderly, female-headed households, families, youth, homeless and persons at risk of homelessness.

The primary barriers the City faces in implementing its strategies are: 1) increasing scarcity of local funds to supplement Federal funding; and 2) the cost to develop affordable housing. As illustrated by the chart below, the City has witnessed a continuous decline in annual CDBG and HOME allocations. When combined with the loss of the Redevelopment Agency and Low and Moderate Income Housing Funds, the City's ability to fund community development activities and affordable housing projects is significantly diminished. The City continues to apply for categorical grants to supplement its federal entitlement allocations.

Program Year	CDBG Allocation	HOME Allocation
FY 2014-15	\$1,268,096 (Estimate)	\$436,021 (Estimate)
FY 2013-14	\$1,319,058	\$436,021
FY 2012-13	\$1,268,096	\$472,320
FY 2011-12	\$1,450,800	\$806,398
FY 2010-11	\$1,736,277	\$913,714
Grant reduction 2010 to 2014	-24%	-52%

As a way to effectively administer and implement the CDBG and HOME programs, City staff also implemented upgrades and enhancements to the current program. The City continued contracting administration of its HUD programs to a consulting firm with experienced personnel assigned to provide assistance in grant administration and assist in project management, principally related to project negotiations, economic analyses and documentation preparation.

The City continues to confront substantial costs in developing affordable housing, particularly for small scaled rental projects, where the availability of other sources is extremely limited and, consequently, governmental financing proves to be the principal or sole source. Huntington Park is characterized by an older rental housing stock in which deferred maintenance and structural deficiencies are often only uncovered post acquisition. Development costs for acquisition and rehabilitation projects have ranged from \$225,000/unit to \$328,000/unit, while the total development costs of a project currently underway (a hybrid acquisition/rehabilitation and new construction project) is \$461,000/unit.

As a result, the City is increasingly interested in gap financing projects with developers with the capacity to attract other funding sources to better leverage limited HOME funds. In this regard, the City negotiated an affordable housing agreement in FY 2012-13 with a local CHDO, LINC CDC, to develop affordable housing. Under the terms of a Reservation Agreement, the two

parties negotiated an agreement to acquire and rehabilitate a vacant 55-unit motel and convert it into an affordable 24-unit rental project at 6337 Middleton Street, principally leveraged with tax credits. Based on a commitment of \$1.5 million in HOME funds, the unit cost to the City is an estimated \$62,500. The project was completed in FY 2013-14.

FISCAL YEAR 2014-2015 ACTION PLAN

Background

The City of Huntington Park receives annual formula grants of Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The general purpose of these funds is to address the community development and housing needs of low and moderate-income residents of the City.

The goals of the City's community development and housing programs covered by the City's Consolidated Plan and Annual Action Plan are to extend and strengthen partnerships among the City's departments and with the private sector, including for-profit and non-profit organizations, to enable them to provide decent housing; to establish and maintain a suitable living environment; and to expand economic opportunities for all residents, particularly for very low-income and low-income persons.

The City of Huntington Park's Annual Action Plan is a multi-purpose document. The Plan is the official application process for the City to receive yearly entitlement funds, to create a public document that describes and budgets the activities to be implemented in each fiscal year, and to provide a participatory process through which our citizens are given an opportunity to determine, give input, and be informed about the projected use of CDBG and HOME funds. More importantly, it is the tool that verifies and assists in the implementation of the goals, objectives and priorities outlined in the Consolidated Plan to meet the City's housing and community development needs.

The City's Consolidated Plan covers the five-year period from FY 2010-11 through 2014-15. This is the fifth and final Annual Action Plan of the Five Year Consolidated Plan, which discusses the projects and programs that the City plans to assist during the year to address the Consolidated Plan priorities and to illustrate how CDBG and HOME funds will be applied to achieve the priorities established in the Consolidated Plan.

1. Resources Available for Program Implementation

During FY 2014-15, the City will focus its resources and efforts on multiple activities. Specific funding sources will be utilized based on the opportunities and constraints of each particular project or program. The City's goal is to leverage federal and local funds to maximize the number of households that can be assisted.

The City's FY 2014-15 funding levels for Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) programs are shown in Table 1 below. Specific activities proposed for funding are described in Section 2 "Activities to be Undertaken."

**Table 1
2014-15 CDBG and HOME Resources**

Program	FY 2014-15 Funds
CDBG	
2014-15 Entitlement	\$1,308,812
Estimated Program Income	\$0
Estimated Budgeted Carryover	\$190,000
Estimated 2013-14 Unexpended Balance	<u>\$250</u>
SUBTOTAL – CDBG	\$1,499,062
HOME	
2014-15 Entitlement	\$483,645
Estimated Program Income	\$0
Estimated Budgeted Carryover	\$382,194
Estimated 2012-13 Unexpended Balance	<u>\$605,042</u>
SUBTOTAL – HOME	<u>\$1,470,881</u>
TOTAL	<u>\$2,969,943</u>

Source: City of Huntington Park Finance Department

Note: The "Prior Year Funds" amount for each project in Table 3c in the Appendix reflects both the 2012 carry over amount as well as any allocation of the CDBG or HOME unexpended balance.

FY 2014-15 estimated funding for the CDBG and HOME programs are predicated upon: (a) funding levels in FY 2014-15; (b) estimated program income based upon the amount earned in the current program year; and (c) budgeted and unbudgeted prior year funds forecasted to be available in FY 2014-15. In the event the final congressional approved budget for CDBG and or HOME programs is more or less than proposed in the City's Annual Action Plan, the City will proportionally increase or reduce the amount of funds to some or all of its CDBG and HOME projects.

Community Development Block Grant (CDBG) Funds

For fiscal year 2014-15, the City of Huntington Park will have an estimated total of \$1,499,062 in CDBG funds. This total amount is comprised of \$1,308,812 in FY 2014-15 CDBG entitlement funds, and an estimated \$190,250 in already approved CDBG activities being carried over into FY 2014-15 (see Table 1, 2014-2015 CDBG and HOME Resources).

The City does not have any income from float-funded activities or surplus from urban renewal settlements, sale of real property, prior period adjustments, loans outstanding or written off, CDBG acquired property available for sale, or lump sum drawdown payments. Nor is the City funding any "urgent need activities." CDBG funds will be used for Public Services, Commercial Rehabilitation, Code Enforcement, Economic Development projects, and CDBG Program Administration. An estimated \$1,252,651 in CDBG funds will be used for activities that benefit persons of low and moderate income.

The planned expenditures for program administration and public service activities for the FY 2014-2015 CDBG allocation are within regulatory limitations.

- The total amount of CDBG funds obligated for administration and planning activities (24 CFR 570.205 and 570.206) does not exceed 20 percent of the \$1,308,812 CDBG allocation *plus* 20 percent of program income received during the prior year.
- The total amount of CDBG funds obligated for public service activities (24 CFR 570.201(e)) obligated for public services activities and does not exceed 15 percent of the \$1,499,062 CDBG allocation *plus* 15 percent of program income received during the prior year.

Home Investment Partnership Act (HOME) Funds

For FY 2014-15, the City of Huntington Park will have available an estimated \$1,470,881 from the HOME Program, comprised of a FY 2014-15 allocation of \$483,645, augmented with an estimated \$382,194 in budgeted carryover for ongoing projects, and an estimated \$605,042 in unexpended funds carried forward to FY 2014-15. These carryover funds are uncommitted and can be reprogrammed in FY 2014-15. The City will use HOME funds for a Tenant-Based Rental Assistance Program, Residential Rehabilitation, CHDO Operating Expenses, and HOME Program Administration.

The City has budgeted \$48,364 of its FY 2014-15 HOME allocation to administer the HOME Program, which is within the ten percent administrative cap for HOME. The HOME Final Rule (24 CFR 92.207) allows the City to use up to 10 percent of its annual HOME allocation plus 10 percent of any HOME program income receipted during the program year for HOME administrative costs.

Additionally, the HOME Final Rule (24 CFR 92.300) stipulates that:

Within 24 months after HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnerships Agreement, the participating jurisdiction must reserve not less than 15 percent of the HOME allocation for investment only in housing to be

developed, sponsored, or owned by community housing development organizations (CHDOs).

Based upon HUD-generated "Deadline Compliance Status Reports" used to monitor compliance with CHDO reservation requirements of the HOME statute, the City, as of February 28, 2014, has a surplus, having reserved 270 percent of the required amount of HOME funds (15 percent of total allocations less adjustments).

CHDO Amount Reserved / Committed / Expended	Required Reservation	Over Reserved
\$6,415,333	\$2,374,813	\$4,040,520

The HOME Program requires a match of every dollar drawn; however, the City remains exempt from meeting this mandate. Since its inception, the City of Huntington Park has received a 100% match reduction, and expects to receive such a reduction until otherwise indicated by HUD.

In accordance with the HOME Final Rule, a broad range of mechanisms are permitted to invest HOME funds, such as interest-bearing loans, deferred loans or "other forms of assistance that HUD determines to be consistent with the purposes of this part." The City has historically provided deferred payment loans and grants for various programs. The City also continues to underwrite its investment of HOME funds for new construction and acquisition/rehabilitation projects via residual receipt notes. Through this process, the HOME loan is repaid through net cash flow generated by the project (typically rent and "other sources"), minus project costs (operating costs, capital reserve deposits, bank loan payments).

The City is not administering a homebuyer program as part of its 2014-15 Annual Action Plan. Neither is the City proposing to use HOME funds to refinance existing debt secured by multifamily housing rehabilitated with HOME funds. Thus, since the City does not propose to undertake refinancing, the City is not required to discuss its financing guidelines required under 24 CFR 92.206(b). Should the City opt to fund a single-family Residential Rehabilitation Program, it will use the Single-Family 95 Percent Median Area Purchase Price Limit for the area provided by HUD.

The City accepts non-solicited proposals from CHDOs that act in the capacity of developers or sponsors and also solicits proposals from for-profit developers to undertake affordable housing developments in targeted areas of the City. In the current climate of diminishing financial resources for affordable housing, the City is keenly interested in working with developers with the financial capacity, such as securing private financing and tax credits, which will improve the City's leverage ratio. The City's other housing programs involve rehabilitation programs for, single-family home owners. The City markets its rehabilitation programs citywide using standard underwriting criteria, with no other selection criteria that would provide preferences to a particular segment of the low-income population.

2. Activities to be Undertaken

The City plans to undertake the following CDBG and HOME funded activities during FY 2014-15 to address its priority housing and community development needs, as identified in the 2010/11-2014/15 Consolidated Plan (summarized in Table E1).

CDBG- Funded Activities

Priority 1.1: Maintain and Strengthen Neighborhoods

Code Enforcement Program

6542 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$340,000

This program provides for property inspections near CDBG funded activities, target areas, and in census tracts having a predominance of low and moderate-income residents. This project also funds the Neighborhood Improvement Program, which focuses on improving the physical appearance of the City, promoting neighborhood improvement projects, and community empowerment. The implementing agency is the City Police Department.

Priority 2.1: Homeless Support Services

Southeast Churches Service Center, Emergency Service Program

2780 Gage Avenue, Huntington Park, CA 90255

Funding Amount: \$10,000

This program provides a delivery system of essential food products to low and moderate income persons via grocery bags to 600 persons annually. The 600 persons will receive improved access to much needed public emergency services for the purpose of creating a suitable living environment.

Priority 4.1: Community Facilities

(No Community Facilities Projects Proposed for FY 2014-15)

Priority 5.1 Infrastructure

(No Infrastructure Projects Proposed for FY 2014-15)

Priority 6.1: Public Services

City of Huntington Park, Department of Parks & Recreation

After School Youth Program

3401 E. Florence Avenue, Huntington Park, CA 90255

Funding Amount: \$91,322

This program provides after school supervision at City parks and offers a variety of recreational activities such as sports, a nutrition program, arts and crafts, field trips, and homework assistance. The program serves to improve the safety of the parks for all users, and helps deter crime, vandalism, graffiti and drug use among youth by offering positive alternatives. The Program is offered at the following locations: Freedom Park, Robert Keller Park, Huntington Park Community Center, and Raul R. Perez Memorial Park. Two thousand (2,000) local at-risk youth will have improved access and availability to childcare services for the purpose of creating a suitable living environment.

Huntington Park Library, Homework Center

6518 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$5,000

The Center benefits the children of the Huntington Park community by providing a quiet environment where learning and completion of school assignments are encouraged and promoted. Students in grades one through eight may drop in during established hours to receive supervised guidance and assistance in homework related areas, as well as access to online educational resources. Seventy-five new families will receive improved access to homework services for the purpose of creating a suitable living environment.

City of Huntington Park, Police Department

Juveniles At-Risk Boot Camp Program

6542 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$15,000

This is a 12-week program with a one-week military style "boot camp" for youth ranging from 12-15 years of age, emphasizing physical fitness and individual monitoring to develop family values by improving bonds between parents and children. At least 35 persons will have new access to youth services to have a sustainable suitable living environment.

**City of Huntington Park, Department of Public Works
Community Beautification Program (Graffiti Removal)**

6542 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$65,000

This program provides contracted services to remove graffiti throughout the City, including all streets, public sidewalks, and public and private buildings. All residents of Huntington Park receive improved access to this public service for the purpose of creating a suitable living environment.

Fair Housing Foundation, Fair Housing Services

3605 Long Beach Boulevard, Suite 302, Long Beach

Funding Amount: \$10,000

The City funds the Fair Housing Foundation to affirmatively further fair housing by providing fair housing related services, including housing discrimination counseling and investigative services, landlord-tenant housing dispute resolution services and education and outreach services. The FY 2014-15 objective is to provide fair housing and tenant/landlord services to 526 Huntington Park residents.

Priority 7.1: Economic Development

Business Assistance and Economic Development Program

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$160,000

The City will allocate \$160,000 of FY 2014-15 funds to the Business Assistance and Economic Development Program. The Program will provide technical support, business resources and referrals to Huntington Park businesses citywide. CDBG funding serves to increase economic development activities by increasing business retention and attraction services such as providing business and financial planning assistance to new and existing businesses and serving as a local resource center. Funds will be used to host workshops and seminars with industry experts to help persons grow their business in Huntington Park. The Business Assistance and Economic Development Program proposes to retain and attract 32 businesses in FY 2014-15, and will contribute to the vitality of the Huntington Park community.

Commercial Rehabilitation

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$300,000

The City will carry over \$190,000 previously allocated in FY 2013-14 for the implementation of the Commercial Rehabilitation Program. The program provides up to \$50,000 in rehabilitation assistance to commercial properties for facade and other exterior improvements, to improve handicap accessibility, and to correct code violations. The program also funds project delivery costs related to commercial rehabilitation projects, such as a portion of one staff position, labor compliance consulting fees and architectural consulting fees.

Priority 8.1: Other Community Development Needs

CDBG Program Administration

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$261,762

This program provides for the overall development, financial management, coordination and monitoring of the CDBG program, HUD communication, public participation, as well as planning and urban environmental design and studies. The implementing agency is the City Community Development Department.

Unallocated Funds

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$246,411

Unallocated funds are available for reprogramming during the fiscal year for CDBG-eligible activities.

HOME - Funded Activities

Priority 1.1: Maintain and Strengthen Neighborhoods

Residential Rehabilitation Program

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$186,141

This program provides financial assistance to owners of single-family homes (one to four units) and rental properties for rehabilitation improvements. Loans of up to \$50,000 are provided to qualified low and moderate income households, with a forgivable component of up to \$25,000 for repairs that correct health and safety violations. The 2014-15 goal is to provide decent housing to three housing units through the Residential Rehabilitation Program. The implementing agency is the City's Community Development Department.

Priority 1.2: Increase Supply of Affordable Housing

6337 Middleton Street (Mosaic Gardens of Huntington Park)

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$100,000

The City anticipates expending the remaining balance of approximately \$100,000 of the \$1.745 million in HOME funds allocated in FY 2012-13 to convert a former 55-unit motel into an affordable 24 unit rental housing project. The developer, LINC Community Development Corporation, leveraged HOME funds to secure other sources such as Low Income Housing Tax Credits, acquired the site and is in the throes of completing rehabilitation. The implementing agency is the City's Community Development Department.

6700-6702 and 6614 Middleton Project

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$15,000

During Fiscal 2014-15, the City anticipates expending the balance of \$15,000 of the estimated \$2.006 million in HOME funds previously allocated for a rental housing project at 6700-6702 and 6614 Middleton Street. Due to passage of Assembly Bill (AB) 1X 26, California redevelopment agencies were eliminated as of February 1, 2012. As a result, the former Agency's Low and Moderate Income Housing Fund, which was allocated to the project, was unencumbered, putting the project at risk. The City and CHDO that owns the site are discussing a workout plan with HUD whereby the property could be transferred with covenants in place to a for-profit developer what would complete the project and provide for 11 HOME units.

CHDO Operating Expenses

3355 East Gage Avenue, Huntington Park, CA 90255

Funding Amount: \$24,182

The City will provide 5% of its FY 2014-15 allocation, or \$24,182, to the Oldtimers Housing Development Corporation (OHDC – IV), a local CHDO to be used for operating expenses. Eligible operating expenses for which the CHDO may use these funds include the following: salaries, wages, benefits, and other employee compensation; employee education, training, and travel;

rent and utilities; communication costs; taxes and insurance; and equipment, materials, and supplies.

Priority 1.3 Preserve Existing Affordable Housing

Tenant-Based Rental Assistance Program

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$865,630

The City has entered into a subrecipient agreement with a nonprofit agency to operate a city-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the City's Consolidated Plan. The City will give local preference to 130 very low-income elderly persons. Funding for this program includes \$235,630 budgeted in FY 2013-14 and carried over into FY 2014-15, and \$630,000 that will be budgeted in FY 2014-15.

Priority 8.1: Other Community Development Needs

FY 2014-15 HOME Program Administration

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$48,364

Funds provide for the overall development, management, coordination and monitoring of the HOME program as implemented by the Community Development Department.

FY 2013-14 HOME Program Administration

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$31,564

Unspent HOME funds budgeted in FY 2013-14 will continue to be used to fund the overall development, management, coordination, and monitoring of the HOME program as implemented by the Community Development Department.

Unallocated HOME Funds

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$200,000

This amount is available for reprogramming throughout the 2014-15 fiscal year.

Leveraging of Other Resources

Huntington Park will leverage federal CDBG and HOME resources with the following other primary resources to support affordable housing activities:

Section 8 Rental Assistance. The federal Section 8 program is funded by HUD and administered by the Housing Authority of the County of Los Angeles (HACoLA) within Huntington Park. The Section 8 Program increases affordable housing opportunities by providing rent subsidies to low income tenants, aimed at ensuring tenants spend no more than 30 percent of their incomes on rent. Continued funding assists 432 Section 8 housing vouchers currently in use in Huntington Park (August 2013).

Private Financing. The City requires developers of affordable housing projects to secure conventional financing precedent to HOME expenditures. Based upon the City's financial analysis of a developer's project pro forma, the City determines the amount of financing that may be underwritten with private funds, with HOME monies providing gap financing on the balance of total development costs up to HOME subsidy limits under the 221(d)(3) mortgage program.

Low and Moderate Income Tax Credits. The federal Low Income Housing Tax Credit Program was enacted in 1986, providing tax credits that enable low-income housing sponsors and developers to raise project equity through the sale of tax benefits to investors. Two types of federal tax credits are available and are generally referred to as nine percent (9%) and four percent (4%) credits. These terms refer to the approximate percentage of a project's "qualified basis" a taxpayer may deduct from their annual federal tax liability in each of ten years. Recently, LINC CDC was awarded a nine percent tax credit allocation to help underwrite the HP Mosaic Gardens Project, which entailed the acquisition, conversion and rehabilitation of a 55-unit motel into a 24-unit affordable housing project.

The City supports applications by other entities for projects and programs that address the goals and objectives set forth in the Consolidated Plan. Huntington Park funds numerous non-profit housing and community development organizations that use foundation and private funds in combination with state and Federal funds to provide housing and community development services and improvements throughout the City. Table 1A which follows describes each potential source in FY 2014-15 that will meet the priority needs and objectives in the City's FY 2010/11-14/15 Consolidated Plan, as well as the activities for which non-HUD resources may be used and the projected level of funding.

**Table 1A
Projected Other 2014-15 Resources**

Program /Funding Source	Consolidated Plan Priority	Description
HUD Lead Based Paint Hazard Control Grant	Strengthen Housing and Neighborhoods	In FY 2014-15, the City will be applying for a grant to identify and remediate lead in homes, and to conduct extensive outreach on lead poisoning prevention, healthy homes, and integrated pest management.
Community Service Block Grant - CSBG	Provide Support Services and Housing for Homeless and Near Homeless	The Southeast Churches Services Center receives federal CSBG funds to help fund the emergency service program.
Federal Emergency Management Agency-FEMA	Provide Support Services and Housing for Homeless and Near Homeless	FEMA funds will be used for the Salvation Army's Family Services Program, providing funds for food, motel vouchers, utility assistance, and bus tokens.
Department of Justice (DOJ) Asset Forfeiture Revenues	Provide Needed Community Services to Those of Lower and Moderate Income	The Huntington Park Public Works Department utilizes General Funds to supplement CDBG funds for the Graffiti Removal Program.
Los Angeles County Area Agency on Aging	Provide Services to Those of Lower and Moderate Income	The Steelworkers Oldtimers Foundation Senior Nutrition Program is largely funded by the LA County Area Agency on Aging.
Los Angeles Metropolitan Transit Authority (MTA)	Provide Needed Infrastructure Improvements to Low and Moderate Income Areas	The City's Public Works Department received \$2,272,000 in funds from MTA it will use for the Pacific Blvd Pedestrian Improvement Project including new landscaping, hardscape and lighting.
City of Huntington Park General Fund	Strengthen Housing and Neighborhoods	City General Funds will be directed towards the Code Enforcement Program to pay for personnel costs.

3. Geographic Distribution

Of Huntington Park's nineteen census tracts, eighteen are majority (>80%) low/mod income, and are thus designated "low/mod" tracts by HUD. Census tract 5345.02 located in the southeast corner of the City is 45.7 percent low/mod, and is thus the only area in Huntington Park which does not qualify as a low/mod tract per HUD guidelines. However, one of the three block groups within tract 5345.02 is low/mod, with the other two block groups not qualifying as low/mod. Subtracting the population in these two non-qualifying block groups (3,434) from the city's total population of 61,185 residents results in a balance of 57,751 low/mod residents.

The City's Neighborhood Improvement, Code Enforcement, and Graffiti Removal programs are provided on a citywide basis and are funded in part through the City's General Fund for the two census block groups in the City that are not designated low-moderate income areas. All other activities funded during FY 2014-15 are offered on a citywide basis to low and moderate-income Huntington Park residents, except for HOME-funded Housing Development activities and the CDBG-assisted Commercial Rehabilitation Program in the

downtown. The City's rationale for implementing activities on a citywide basis, rather than geographically targeting certain neighborhoods is as follows:

- 95% of Huntington Park's population falls within a designated low/mod area; and
- Huntington Park faces significant needs for neighborhood improvement, code enforcement, residential rehabilitation and other community improvements throughout the City.

Figure 1 depicts the geographic location of CDBG and HOME-funded activities to be undertaken in 2014-15.

Insert page for Figure 1 2014-15 Projects

ECONOMIC DEVELOPMENT 7.1 Improve Business Climate for Existing and New Businesses	<ul style="list-style-type: none"> ▪ Business Assistance and Economic Development ▪ Commercial Rehabilitation ▪ Cleanup Contaminated Site ▪ Enterprise Zone 	25 businesses 15 businesses 1 business	32 businesses 0 Businesses Program Defunded Program Defunded
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5. Annual Objectives and Outcome Measures

Pursuant to new HUD requirements for use of an outcome performance measurement system, the following numbering system is used to identify the objective and outcome categories corresponding to each FY 2013-14 activity.

Table 3
Objectives and Outcomes Numbering System

Objective Category	Outcome Category		
	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Table 3A "Summary of Specific Annual Objectives" which follows highlights the annual outcomes Huntington Park intends to achieve under its 2014-15 Action Plan. For each activity, a specific one-year objective is identified, along with an outcome/objective category assigned pursuant to the numbering system presented in Table 3 above. Objectives from the prior years' Action Plans are also presented, along with the 5-year objective originally established in the 2010/11-2014/15 Consolidated Plan. Due to changing opportunities, in several instances annual goals/objectives differ from the original annual and five year goals/objectives reflected in Table 3A.

Huntington Park's annual housing goals, which fulfill Section 215 affordable housing requirements, are presented in Table 3B.

Pursuant to Section 215, HUD defines rental housing as affordable if it is occupied by an extremely low, low or moderate-income tenant and it bears a rent eligible under HOME regulations. At least 20% of units in projects with five or more units that are restricted must have Low HOME rents, with the balance of restricted units subject to High HOME rents.

Section 215 defines ownership housing as affordable if it is purchased by an extremely low, low or moderate-income first-time homebuyer, and has a sales price that does not exceed the mortgage limits for the type of single-family housing for the area under 203(b) limits and carries either resale or recapture provisions. Housing that is rehabilitated and owned by a family when assistance is provided qualifies as affordable if it is occupied by an extremely low, low or

moderate-income family, and has an after-rehabilitation value that does not exceed the 203(b) mortgage limits.

**Table 3A
Statement of Specific Annual Objectives**

Specific Obj. #	Specific Annual Objectives	Sources of Funds	Performance Indicators	Fiscal Year	Expected Number	Actual *Number	Percent Completed
DH - 1 Availability/Accessibility for the purpose of providing Decent Housing							
DH - 1.1	RESIDENTIAL REHABILITATION LOAN PROGRAM Address the availability of decent housing by offering rehabilitation assistance to low and moderate-income households.	HOME	Total Number of Housing Units Assisted	2010	6	1	17%
				2011	6	10	167%
				2012	6	1	17%
				2013	6	Program Defunded	
				2014	6		
				Total	30	12	40%
DH-2 Affordability for the purpose of providing Decent Housing							
DH - 2.1	AFFORDABLE HOUSING DEVELOPMENT Address need for affordable decent housing by increasing supply of affordable rental housing.	HOME	Total Number of Housing Units Assisted	2010	12	0	0%
				2011	7	0	0%
				2012	7	0	0%
				2013	7		
				2014	7		
				Total	35	0	0%
DH - 2.2	TENANT BASED RENTAL HOUSING Address need for affordable decent housing by providing rental based rental assistance to qualified households.	HOME	Total Number of Housing Units Assisted	2010	N/A	N/A	N/A
				2011	N/A	N/A	N/A
				2012	N/A	N/A	N/A
				2013	110		
				2014	130		
				TOTAL	100		
DH-3 Sustainability for the purpose of providing Decent Housing							
DH - 3.1	NO PROGRAMS FIT THIS CATEGORY						
SL-1 Availability/Accessibility for the purpose of creating a Suitable Living Environment							
SL - 1.1	MINOR HOME REPAIR Enhance the availability and accessibility of a suitable living environment by providing minor home repair services to elderly, disabled and low income households.	CDBG	Total Number of Housing Units Assisted	2010	30	9	30%
				2011	30	12	40%
				2012	30	3	10%
				2013	30	Program Defunded	
				2014	30		
				Total	150	24	16%
SL - 1.2	CODE ENFORCEMENT Provide for the availability of a suitable living environment by funding code enforcement activities within CDBG target areas.	CDBG	Total Number of Persons Assisted	2010	300	1,085	100%
				2011	300	895	100%
				2012	300	1,510	503%
				2013	300		
				2014	300		
				Total	1,500	3,490	232%

SL - 1.3	COMMERCIAL REHABILITATION Enhance the availability of economic opportunity by offering rehabilitation loans to local businesses.	CDBG	Total Number of Businesses Assisted	2010	3	6	200%
				2011	3	0	67%
				2012	3	0	
				2013	3	Program Defunded	
				2014	3		
				Total	15	10	67%
SL - 1.4	EMERGENCY SERVICES Improve the availability of a suitable living environment by offering emergency food and shelter to homeless and those at-risk of homelessness	CDBG	Total Number of Persons Assisted	2010	2,850	5,272	185%
				2011	2,850	4,887	171%
				2012	2,850	4,339	152%
				2013	2,850		
				2014	2,850		
				Total	14,250	14,498	102%
SL - 1.5	YOUTH SERVICES Improve the availability of a suitable living environment by providing after school recreational, childcare and homework programs for youth, and a juveniles at-risk program.	CDBG	Total Number of Persons Assisted	2010	2,350	2,525	107%
				2011	2,350	2,371	101%
				2012	2,350	2,753	117%
				2013	2,350		
				2014	2,350		
				Total	11,750	7,649	65%
SL - 1.6	CHILD CARE SERVICES Improve the availability of a suitable living environment by providing, childcare programs	CDBG	Total Number of Persons Assisted	2010	100	75	75%
				2011	100	54	54%
				2012	100	27	27%
				2013	100	Program Defunded	
				2014	100		
				Total	500	156	31%
SL - 1.7	SENIOR SERVICES Improve the availability of a suitable living environment by providing midday meals to the elderly population.	CDBG	Total Number of Persons Assisted	2010	85	176	207%
				2011	85	101	119%
				2012	85	83	98%
				2013	85	Program Defunded	
				2014	85		
				Total	425	360	85%
SL - 1.8	COMMUNITY BEAUTIFICATION Improve the availability of a suitable living environment by providing graffiti removal within CDBG target areas	CDBG	Total Number of Persons Assisted	2010	57,751	57,751	100%
				2011	57,751	57,751	100%
				2012	57,751	57,751	100%
				2013	57,751		
				2014	57,751		
				Total	57,751	57,751	100%
SL - 1.9	HEALTH SERVICES Improve the availability of a suitable living environment by offering health screenings, education and immunizations, and providing lead hazard screening.	CDBG	Total Number of Persons Assisted	2010	650	398	61%
				2011	650	Program Defunded	
				2012	650		
				2013	650		
				2014	650		
				Total	3,250	398	12%

SL – 1.10	FAIR HOUSING SERVICES Improve the availability of a suitable living environment by providing for tenant/landlord counseling and fair housing services.	HOME	Total Number of Persons Assisted	2010	300	233	78%
				2011	300	245	82%
				2012	300	296	99%
				2013	300		
				2014	300		
				Total	1,500	774	52%
SL – 1.11	INFRASTRUCTURE IMPROVEMENTS Provide Needed Infrastructure Improvements to Low/Mod Persons	CDBG	Total Number of Persons Provided improved Access to Public Improvements	2010	3,611	0	0%
				2011	3,611	0	0%
				2012	3,611	0	0%
				2013	3,611		
				2014	3,611		
				Total	3,611	0	0%
SL – 1.12	COMMUNITY FACILITY IMPROVEMENTS Improve the availability of a suitable living environment by providing new and improved community facilities to serve low and moderate income populations.	CDBG	Total Number of Improved Community Facilities	2010	0	0	
				2011	2	2**	100%
				2012	0	1	-
				2013	1		
				2014	0		
				Total	2	3	150%
SL - 2 Affordability for the purpose of creating a Suitable Living Environment							
SL – 2.1	NO PROGRAMS FIT THIS CATEGORY						
SL - 3 Sustainability for the purpose of creating a Suitable Living Environment							
SL – 3.1	SECTION 108 Repayment Improve the sustainability of a suitable living environment by providing debt service on a loan used for construction of the Rugby Senior Housing parking garage, and a new loan for the Festival El Centro Retail Development Project.	CDBG	N/A	N/A	N/A	N/A	N/A
EO – 1 Availability/Accessibility for the purpose of creating Economic Opportunity							
EO – 1.1	ECONOMIC DEVELOPMENT PROGRAM Retain and attract businesses through provision of technical support, business resources and referrals.	CDBG	Total Number of Businesses Assisted	2010	1	0	0%
				2011	0	0	0%
				2012	0	25	-
				2013	25		
				2014	32		
				Total	1	25	2500%
EO-2 Affordability for the purpose of creating Economic Opportunity							
EO-2.1	NO PROGRAMS FIT THIS CATEGORY						

EO-3 Sustainability for the purpose of creating Economic Opportunity

EO – 3.1	DOWNTOWN PARKLET PILOT PROGRAM Improve the sustainability of businesses in the Downtown through the provision of parklets.	CDBG	Total Number of Businesses Assisted	2010	Program Unfunded		
				2011			
				2012			
				2013			
				2014	2		
				Total	2		

Notes:

Expected Number is predicated upon Huntington Park's 2010/11- 2014/15 Consolidated Plan.

**Actual Number is based upon FY 2012-13 CAPER.*

*** In FY 2011-12 two public facility projects were funded: 1) the Fitness Room Improvements Project at Salt Lake Park and Raul R. Perez Park; and 2) the Downtown Public Improvements Project. During the fiscal year, the Fitness Room Improvement project was completed; however performance indicator is based on the number public facilities completed, not the number of persons served, as is stated in the Consolidated Plan.*

**Table 3B
Annual Housing Completion Goals**

	Annual Expected / Number Completed	CDBG	HOME	ESG	HOPW A
ANNUAL AFFORDABLE HOUSING GOALS (SEC.215)					
Homeless households		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-homeless households	113	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special needs households		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL AFFORDABLE RENTAL HOUSING GOALS (SEC.215)					
Acquisition of existing units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production of new units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rehabilitation of existing units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance*	130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Sec. 215 Affordable Rental	130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL AFFORDABLE OWNER HOUSING GOALS (SEC.215)					
Acquisition of existing units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production of new units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rehabilitation of existing units	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Homebuyer Assistance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Sec. 215 Affordable Owner	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL AFFORDABLE HOUSING GOALS (SEC.215)					
Acquisition of existing units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production of new units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rehabilitation of existing units	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance	130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Sec 215 Affordable Housing*	133	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL HOUSING GOALS					
Annual Rental Housing Goal	130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual Owner Housing Goal	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Annual Housing Goal	133	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*The estimated 130 TBRA-assisted units have been included based on guidance provided under the HUD CPD document "Guidelines for Preparing Consolidated Plan and Performance and Evaluation Report Submissions for Local Jurisdictions", which lists rental assistance as one of the methods for meeting rental housing goals under Section 215. It is noted, though, that TBRA may not technically qualify as a form of affordable housing under Section 215, since it does not comply with Section 215(1)(E): "Housing that is for rental shall qualify as affordable housing under this title only if the housing will remain affordable, according to binding commitments satisfactory to the Secretary, for the remaining useful life of the property,

6. Monitoring

In accordance with the City of Huntington Park's monitoring protocols, the City monitors and/or site visits all of its subrecipients at least once per year. The City requires quarterly reports from all subrecipients. The final quarterly report will form the basis of the City's Annual Performance Report to HUD regarding the City's accomplishments in its efforts to achieve its Consolidated Plan goals.

In addition to the above, the City performs on-site inspections of the City's affordable rental housing units as required by 24 CFR 92.504 (d). The City has adopted protocols for monitoring its HOME-assisted affordable rental housing projects that include the Rugby Senior Apartments and the

Casa Bonita Apartments, as well as three acquisition and rehabilitation activities on Bissell Street. Monitoring of 6822 Malabar Street commenced in FY 2011-12 and at completion of 6700-6702/6614 Middleton Street and of the Mosaic Gardens at Huntington Park Project. In the interim, the City will review tenant income certifications prepared via the owner.

Date Completed	Project Name	Address	Project Type	Total Units	Restricted Units	Affordability Period
1997	Rugby Senior Apartments	6330 Rugby Avenue	Senior Rental Housing	184	37 Very Low 37 Low Income	2050
2002	Casa Bonita	6512 Rugby Avenue	Senior Rental Housing	80	80 Very Low	2057
2008	Bissell III Apts	6340 Bissell Street	Family Rental Housing	4	4 Low Income	2062*
2001	Bissell I Apts	6342-44 Bissell Street	Family Rental Housing	4	4 Low Income	2062*
2003	Bissell II Apts	6308-6312 Bissell Street	Family Rental Housing	7	2 Very Low 4 Low Income	2062*
2010	6822 Malabar Street	6822 Malabar Street	Family Rental Housing	10	2 Very Low 8 Low Income	2063
Under Construction	6702/6614 Middleton Street	6702/6614 Middleton Street	Family Rental Housing	11	2 Very Low 9 Low Income	2063
2004	Casa Bella	6902-30 Rita Avenue	For Sale Housing	15	7 Low Income	2025
2000	Santa Fe Village	2400-12 Randolph Street	For Sale Housing	17	8 Moderate	No resale controls
Under Construction	HP Mosaic Gardens	6337 Middleton Street	Family and Special Needs Rental Housing	24	17 Extremely Low 6 Very Low	2029 estimated**

* Affordable Housing Agreements were prepared in FY 2007 that extended the affordability period to 55 years.

** 15 years following Release of Construction Covenants

The City also annually monitors its two homeowner projects (Casa Bella - 6902 Rita Avenue; and Santa Fe Village - 2400-12 Randolph Street) to verify HOME-designated units remained the principal place of residency of the initial purchaser.

Rental project monitoring occurs at four levels:

- Annually, a desk audit is performed wherein the owner/property manager will submit information certifying household sizes, household incomes and rents for all HOME-restricted units, as well as an operating budget and residual receipt report;
- An on-site visit will be conducted triennially during which an in-depth review will occur of all HOME and federal crosscutting requirements, e.g., affirmative marketing and tenant selection procedures;

- Projects are inspected in accordance with HOME regulations at HOME Final Rule at 24 CFR 92.504(d):

Total No. of Units	Minimum Schedule
1 – 4 units	every 3 years
5 – 25 units	every 2 years
26+ units	annually

- Upon receipt of a developer’s project pro forma, the City conducts an economic analysis to ensure that, in accordance with the City’s “Underwriting and Developer Capacity Protocols for HOME Rental Project Feasibility” guidelines, the amount of warranted HOME assistance is necessary to provide affordable housing.

The City has the prerogative to monitor on-site more frequently, especially if a project is at risk because of outstanding findings or insufficient capacity.

The City of Huntington Park has adopted layering review guidelines in compliance with HOME Investment Partnerships Act (HOME) requirements set forth under Section 212(f) of the Cranston-Gonzalez National Affordable Housing Act, as amended, 24 CFR 92.250(b) of the HOME Final Rule and 24 CFR Part 91, the Consolidated Plan Final Rule. The City asserts that (a) prior to the commitment of funds to a project, the project is evaluated based upon its layering guidelines, and that (b) it will not invest any more HOME funds in combination with other governmental assistance than is necessary to provide affordable housing.

The City’s “Underwriting and Developer Capacity Protocols” is also used when determining the level of HOME funds to be used in a project absent other governmental assistance. In the event that additional sources of funds not initially contemplated are infused, the City may opt to update the evaluation.

7. Homeless Strategy

The City understands that homelessness is caused by a variety of factors and that only through coordination of services and resources can the City be better positioned to address the issue. The City will continue to seek partnerships and funding opportunities, such as receiving \$665,002 in HPRP and future ESG funding if eligible, to address Continuum of Care needs. Following the Continuum of Care model of: 1) actions to prevent homelessness; 2) actions to address emergency shelter and transitional housing needs; and 3) actions to preserve and maintain existing affordable housing, Huntington Park will undertake the actions below to address chronic homelessness.

Actions to Prevent Homelessness

Through their office in Huntington Park, the Salvation Army provides the following emergency services: daily meals; emergency food boxes for families; monthly food bags for seniors; acute medical, dental, and vision care; showers; clothing vouchers; bus tokens; motel vouchers; utility

assistance; and referrals to outside agencies. Also, a limited amount of emergency rental assistance is available for qualified households.

The City will continue to provide CDBG funding support to the Southeast Churches Service Center (SCSC). The SCSC Emergency Food Program provides emergency "brown bag" groceries to families. The Center also provides bus tokens and taxi vouchers to link clients with other service agencies.

The City will also continue to contract with the Fair Housing Foundation to provide a wide range of fair housing services to ensure equal housing opportunities for its residents. By mediating disputes between tenants and property owners, the Fair Housing Foundation helps to minimize evictions and unjust rent increases.

Lower income households overpaying for housing are likely to be at risk of becoming homeless upon loss of employment. The City coordinates with the Los Angeles County Housing Authority to provide Section 8 rental assistance to homeless individuals and families as well as those at risk of becoming homeless. Approximately 430 low-income households in Huntington Park currently receive assistance.

Actions to Address Emergency Shelter and Transitional Housing Needs

- While no emergency shelters are located in Huntington Park, a 340 bed regional shelter is located in the adjacent City of Bell. The Bell Shelter, operated by the Salvation Army, provides emergency and transitional care for up to 340 homeless adults, including 154 in the shelter, 128 in the drug and alcohol program, and 49 in longer-term transitional housing. In addition to a place to stay, the Bell Shelter provides case management; substance abuse rehabilitation; counseling; on-site health care and medical referrals; computer training, job training and job search program; veterans' reintegration program; and life skills classes. On-site adult education classes are offered through the LA Unified School District, which can lead to various vocational certificates. ESL classes are also offered. Bell Shelter collaborated with the County of Los Angeles Department of Mental Health and the Veterans Administration to provide a new, 76,000 foot renovated shelter, targeting homeless, mentally ill, veterans and persons seeking alcohol and drug recovery.
- The City's Zoning Code currently allows transitional housing and emergency shelter to be located within its City limits. To further these uses, the City revised its Zoning Code in 2009 to identify emergency shelters as a permitted use in the MPD zone, and transitional and supportive housing as permitted uses within residential zoning districts.
- The City has provided funding support to the Salvation Army/Southeast Services Corps, which serves as a referral agency for shelters in the area. The Salvation Army also provides bus tokens to assist in transportation to the shelters, as well as motel vouchers.

Actions to Preserve and Maintain Existing Affordable Housing

The following three Consolidated Plan priorities speak to maintaining and preserving the City's affordable housing: Priority 1.1: Strengthen housing and neighborhoods; Priority 1.2: Expand the supply of affordable housing; Priority 1.3: Preserve existing affordable housing.

Programs the City implements under these priorities include:

- Affordable housing development
- Section 8 rental assistance
- Preservation of existing assisted housing
- Residential Rehabilitation Program
- Code Enforcement Program

8. Meeting Underserved Needs

The City will continue to seek other resources and funding sources to address the biggest obstacle to meeting the community's underserved needs, which is the lack of funding and/or inadequate funding. The City will look for innovative and creative ways to make its delivery systems more comprehensive and to work to continue existing partnerships with both for-profit and not-for-profit organizations. The City entered into Affordable Housing Agreements with Oldtimers Housing Development Corporation for the acquisition, rehabilitation or new construction and management of 37 rental units for families. Recently, the City entered into another agreement with LINC CDC that leverages HOME funds with other sources including tax credits that generated another 24 affordable rental housing units.

Another serious underserved need is related to overcrowding. Single-parent households, elderly, and large families have underserved special housing needs. The City will continue to seek innovative and creative ways to address these underserved needs, such as working with developers to create units for larger households.

9. Fostering and Maintaining Affordable Housing

One of the priorities of the City is to preserve its existing affordable housing stock through rehabilitation, and to increase the supply of affordable housing through new construction. The City has negotiated an agreement to provide rehabilitation assistance with local funds to a developer acquiring Rugby Plaza Apartments, a 184-unit senior housing project.

10. Removing Barriers to Affordable Housing

The City firmly believes that its policies and current practices do not create barriers to affordable housing. In April 2007, the City updated its Analysis of Impediments to Fair Housing Choice in which it reviewed various City policies and regulations, and has determined that none of these is

an impediment to housing. The City will continue to review any new policies and procedures to ensure they do not serve as an actual constraint to development.

The State Department of Housing and Community Development, in their review of Huntington Park's 2008-2014 Housing Element, determined the City's land use controls, building codes, fees and other local programs intended to improve the overall quality of housing do not serve as a development constraint. Furthermore, the City's Housing Element sets forth the following programs as a means of continuing to facilitate the production of affordable housing:

- Affordable Housing Development Assistance
- Homeownership Assistance
- Affordable Housing Incentives Ordinance
- Modified Standards for Affordable and special Needs Housing
- Provision of Sites in the CBD and Affordable Housing Overlay Districts
- By-Right Zoning Provisions for Emergency Shelters, Transitional Housing, Supportive Housing and Second Units

To specifically address the removal of barriers for persons with disabilities, Huntington Park recently adopted a Reasonable Accommodation Ordinance. The Ordinance clearly sets forth the procedures under which a disabled person may request a reasonable accommodation in application of the City's land use and zoning regulations. Such a request may include a modification or exception to the requirements for siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers. Reasonable accommodation requests may be approved ministerially by the community Development Director, eliminating the requirement for the disabled applicant to undergo a zoning variance.

11. Public Housing

The City has no direct ties to any local housing agency and has no public housing, therefore, has found no occasion to enhance coordination between public and assisted housing providers. The City when appropriate will make referrals to suitable agencies and makes available publications of directories of programs and services.

12. Evaluate and Reduce Lead-Based Paint Hazard

The Community Development Department coordinates the City's efforts to reduce lead-based paint hazards. To reduce lead in existing housing, all rehabilitation and minor home repair projects funded with CDBG and HOME are tested for lead and asbestos. When a lead-hazard is present, a lead consultant is hired to provide abatement or implementation of interim controls.

The City will also coordinate with the L.A. County Childhood Lead Prevention Program (CCLPP). CCLPP is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provides the City with the address of any household where there is evidence of lead poisoning or elevated blood levels in children or any

other evidence of lead from a physical inspection of a property. The City will contact the property owner and offer financial aid to assist in the abatement of the hazard. The City will provide lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

Additionally, the City is sub granting with the L.A. Community Legal Center to implement the Southeast Healthy Homes Program. This Program will provide an environmental education program comprised of lead-based paint education, training and screening to counter potential lead-based paint poisoning. The Southeast Healthy Homes Program will train community leaders and health providers in lead education and outreach, distribute educational materials, conduct lead-based paint screening of children, and enroll families with health providers and train tenants and owners in lead safe work practices.

In October 2009, the City applied for and was awarded a \$1.57 million HUD Lead Based Paint Hazard Control Grant, allowing significant expansion of its lead prevention and abatement activities. The grant will enable the City to identify and remediate lead hazards in 90 units occupied by lower income families with children, and educate the community about lead poisoning prevention, healthy homes and integrated pest management. Ten workers will be trained and certified as lead workers and four community outreach workers along with City staff and community members will be trained in lead and healthy homes.

The HUD Lead Grant involves an extensive community outreach component. Outreach workers from the Los Angeles Community Legal Center and Communities for a Better Environment will conduct door-to-door outreach to over 550 households in targeted neighborhoods, educating residents on lead hazards and lead poisoning prevention, and referring property owners to the City's Lead Hazard Remediation Program. The City's Minor Home Repair contractor will provide weatherization services, and as needed, exterior paint, and perform healthy home interventions focusing on repairs for integrated pest management, moisture problems, smoke alarms, and correction or replacement of faulty appliances. Community outreach workers will also conduct over 90 meetings to educate parents, daycare providers, youth, businesses and other community members about lead based paint hazards.

13. Reduce Number of Poverty Level Families

The City's ability to reduce or assist in reducing the number of households with incomes below the poverty line is dependent on the ability to increase the local employment base, and the ability to increase educational City's and job training opportunities. The City has designated Economic Development as a High Priority, and will actively continue to support a variety of activities in support of these goals.

- Hub Cities One-Stop Career Center located in Huntington Park serves as the community's primary center for job training, placement and career planning assistance, with approximately 5,000 persons utilizing the Center's services each month.

- A youth employment program with paid internships is provided through the Center, serving approximately 100 area youth annually.
- The Career Center also provides services to businesses, and partners with Los Angeles County to carry out a Rapid Response Services program for businesses experiencing layoffs or closures.
- Huntington Park's Economic Development Program includes a variety of business retention and attraction activities to enhance the City's business climate. Technical and business planning assistance is provided, including site referral and commercial space inventory services.
- The Pacific Boulevard Business Improvement District (BID) promotes the economic development of the downtown by funding for a variety of improvements, including additional promotion, security, and cleaning, and most recently a Downtown Specific Plan.
- The Southeastern LA County Small Business Development Corporation (SBDC) administers a business assistance program, providing business management counseling and training, small business loans and a business resource center.
- The Miles Avenue Library offers a reading literacy program for students and adults. Several agencies offer ESL classes throughout the community.
- Numerous City-sponsored youth programs are geared towards keeping kids in school, with the goal of ultimately gaining meaningful employment.

14. Institutional Structure

Public Agencies

The City of Huntington Park Community Development Department

The Community Development Department will continue to be the lead department for implementing housing programs, including residential and commercial rehabilitation, minor home repair, and affordable housing development. The Department is responsible for the overall administration of HUD grants. In that regard, the Department will prepare the Consolidated Plan and Analysis of Impediments to Fair Housing Choice every five years, draft the Annual Action Plan and CAPER, as well as all other reports required by federal rules and regulations. The Department has brought on staff dedicated to implementation of its housing program under the direction of the Housing and Community Development Manager, supported by a Project Manager and consultants.

The Community Development Department has contracted with a consultant for administration of the CDBG and HOME program to help address past issues of staff turnover. By outsourcing administration of the HUD program, the City has gained greater expertise in program administration assuring it of sufficient staffing capacity.

The City of Huntington Park Police Department

The Police Department is responsible for administering and implementing the Code Enforcement and Neighborhood Improvement Programs, as well as the 12 week Juveniles At-Risk Boot Camp Program.

The City of Huntington Park Department of Public Works

The Department is responsible for administering the graffiti removal contract with an outside agency, and for implementing a variety of public works projects – e.g. street and sidewalk improvements, drainage improvements – in low and moderate income neighborhoods.

The City of Huntington Park Department of Parks and Recreation

The Department of Parks and Recreation will continue to assist the City in carrying out its priorities with the After-School programs.

City of Huntington Park Planning Division

The Planning Division performs functions that directly affect development and rehabilitation of housing. The Planning Division oversees the permit process, and regulates compliance with zoning and building codes.

Nonprofit Organizations**Community Housing Development Organization (CHDO)**

The City will continue to underwrite affordable housing projects developed or sponsored by CHDOs. The City is currently undertaking projects with Oldtimers Housing Development Corporation-IV and LINC Community Development Corporation.

Nonprofits providing Community Services

The City of Huntington Park will continue to support nonprofits that provide services and programs to the residents of Huntington Park. Most of these nonprofit organizations are multi-jurisdictional that will continue to receive regional support and regional financial assistance.

Private Industry**For-Profit Developers and Builders**

The City will continue to work with developers to encourage the development of affordable housing for low and moderate-income people.

The biggest obstacle faced by the City and its partners is lack of availability of sufficient financial resources to make a strong and sustainable impact within the region.

15. Analysis of Impediments (AI) to Fair Housing Choice

The City of Huntington Park has prepared an Analysis of Impediments to Fair Housing Choice (AI). The AI was completed and adopted by the City Council in April 2007 and spans 2007-2012.

In an effort to address specific findings identified in the City's 2007 AI, the City in collaboration with the Fair Housing Foundation, lending institutions, the real estate association, and other service agencies are implementing several strategies including:

- Education and outreach activities that include cooperating with the FHF, continue multi-faceted fair housing outreach to Huntington Park residents, real estate professionals, apartment owners/managers, bankers and advocacy groups. Distribute multi-lingual fair housing literature to every household in the City through utility bill inserts, the City's quarterly newsletter, or other innovative ways to reach the general public.
- Enforcement activities that continue to provide investigation and response to allegations of illegal housing discrimination through the FHF. For cases that cannot be conciliated, refer to the Department of Fair Housing and Employment (DFEH), U.S. Department of Housing and Urban Development (HUD), small claims court, or to a private attorney, as warranted.
- Monitoring lending, housing providers, and local real estate practices that entail, for example, cooperation with FHF, monitor the reasons for denial of home purchase, refinancing and home improvement loans. Contact local lenders in Huntington Park to provide additional education and outreach on the loan approval process, how to improve credit ratings, and available favorable home purchase tools. Assist lenders in marketing financial literacy programs at City Hall.
- Continue investigative testing and auditing local real estate markets that include steps to conduct audits to evaluate apparent patterns of discrimination in Huntington Park, such as issues related to familial status, national origin and disability. To the extent such audits reveal significant discrimination, widely publicize the results to serve as a deterrent to other property owners and landlords.

In an effort to affirmatively further fair housing, the City entered into a multiyear contract with the Fair Housing Foundation (FHF) to provide comprehensive fair housing services. Under the terms of the annual contract amount, FHF is to provide these services including: (1) Discrimination Counseling, Complaint Intake, and Investigation, (2) General Housing (Landlord/Tenant) Counseling and Resolutions, (3) Enforcement and Impact Litigation, (4) Education and Outreach. The FHF provides these free services citywide to tenants/property owners/landlords and other housing advocates. The FHF also initiated the following key components to furthering fair housing:

- Innovative and effective enforcement programs to eliminate housing discrimination
- In-depth testing and investigation of complaints alleging housing discrimination
- Audits of housing practices based on areas of concern uncovered through counseling and testing

- Intensified education and outreach services targeting areas of concern
 - Workshops and presentations designed to educate the public on fair housing laws and issues
 - General housing counseling and other appropriate referral services
 - Tester and other volunteer training
 - Promoting media interest in eliminating housing violations
- **Random Audits to Identify Potential Discrimination.** Audits are random investigations without a bonafide complaint. Audits serve as an educational tool to reveal potential discrimination for specific protected classes in predominately underrepresented areas. In addition, audits are performed to meet the output requirement for bonafide cases if actual bonafide cases were not received.
 - **Outreach and Education Services.** The Fair Housing Foundation provides a comprehensive, extensive, and viable education an outreach program. The purpose of this service is to educate tenants, landlords, owners, Realtors, and property management companies on fair housing laws; to promote media and consumer interest; and to secure grassroots involvement within the communities. In addition, FHF specifically targets outreach to persons and protected classes that are most likely to encounter housing discrimination.

16. Affirmative Marketing

Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulation at Section 3, Part 135 is intended to ensure that employment and other economic development opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, State, and local laws and regulations, be directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons. To that end, the City's Section 3 Plan established goals and steps for all Section 3 covered projects and contracts for the City and covered contractors/developers in giving preference to local low and moderate-income persons or business concerns.

The City includes a set of forms in all bid packages for federally funded contracts. These forms consist of a listing of federal equal employment opportunity / affirmative action requirements, requirements for contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms, a certification regarding performance of previous contracts or subcontracts subject to the equal opportunity clause and the filing of required reports, and a certification regarding non-segregated facilities.

17. Citizen Participation

The City of Huntington Park's Citizen Participation Plan sets forth the general guidelines around which the Consolidated Plan is developed and outlines methods for citizens to guide and assist the City in formulating the Plan. In 2005, the City updated its Citizen Participation Plan in compliance with 24 CFR 91.105, which it follows in carrying out all activities associated with its federal entitlement programs. The City provides for and encourages citizens to participate in the development of the Five Year Consolidated Plan, as well as the Annual Action Plan including amendments to the plan, the Annual Performance Reports and the proposed use of housing and community development funds. Residents, public agencies, and other interested parties, including those most affected, are given the opportunity to receive information, review and submit comments on proposed activities, including the amount of assistance the City anticipates receiving, and the range of activities that may be undertaken, including the estimated amount that will benefit low- and moderate-income persons.

To fully elicit public participation in the FY 2014-15 Annual Action Plan process, the City has taken the following steps:

- On February 18, 2014, the City Council conducted a public hearing to elicit discussion regarding Huntington Park's housing and community development needs.
- On March 17, 2014 the City Council accepted the FY 2014-15 Draft Annual Action Plan and authorized commencement of the 30-day public review period. Documents were available at the Office of City Clerk, Community Development Department front counter, Huntington Park Library, the City's Park and Recreation Department, as well as on the City's website. The City sent direct notifications to surrounding cities of the availability of the Annual Action Plan for comment.
- On May 5, 2014, the City Council conducted a second public hearing, after which it adopted the Fiscal 2014-15 Annual Action Plan.
- On or before May 16, 2014, the Annual Action Plan was submitted to HUD, triggering the 45-day HUD review and approval period.



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

June 16, 2014

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

Dear Mayor and Members of the City Council:

REVIEW FACILITY FEE WAIVER APPLICATION FOR "EL GRITO" EVENT AND REYNOSO'S HIT N' WALK COMMUNITY FAIR

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review Facility Fee Waiver Application for the use of the Salt Lake Park Ball Diamonds for the "El Grito" event.
2. Review Facility Fee Waiver Application for the use of the Salt Lake Park Social Hall for Reynoso's Hit N' Walk 4th Annual Community Fair.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

"El Grito" Event

Francisco Moreno submitted a special event park use permit application for the "El Grito" event scheduled for September 13-15, 2014, at Salt Lake Park. Mr. Moreno proposes to use the Salt Lake Park baseball diamonds and adjoining parking lots for this event. The expected attendance for all three days is 15,000 people. This cultural event is intended to feature 20 food stands, 30 vendors/concessions booths, carnival rides, and cultural dances and performances. The event schedule is as follows:

Setup: 9-11 a.m. on Saturday, September 13, 2014
Event start: 3 p.m. on Saturday, September 13, 2014
Event end: 10 p.m. on Monday, September 15, 2014
Cleanup: 9-11 p.m. on Monday, September 15, 2014

Reynoso's Hit N' Walk 4th Annual Community Fair

Alex Reynoso, founder of Reynoso's Hit N' Walk Inc., requests the use of the Salt Lake Park Social Hall for their 4th Annual Community Fair. The event consists of health and

REVIEW FACILITY FEE WAIVER APPLICATION FOR “EL GRITO” EVENT AND REYNOSO’S HIT N’ WALK COMMUNITY FAIR

June 16, 2014

Page 2 of 3

wellness resource booths, 24 vendor booths, local entertainment, and child-specific activities. Expected attendance is 350. The event schedule is as follows:

Setup: 6-10 p.m. on Friday, August 1, 2014 &
8 a.m.-1 p.m. on Saturday, August 16, 2014
Event start: 1 p.m. on Saturday, August 16, 2014
Event end: 9 p.m. on Saturday, August 16, 2014
Cleanup: 10 p.m.-12 a.m. on Saturday & Sunday, August 16 - 17, 2014

FISCAL IMPACT/FINANCING

“El Grito” Event Fees

Mr. Moreno requests a fee waiver including facility rental fees, staff costs and building inspection fees totaling \$24,088. Mr. Moreno will pay the \$2,500 refundable deposit.

Facility rental fee	2,296
Permits and inspection	344
Police fees	21,448
Total	\$24,088

Please note these fees are preliminary and will not exceed \$25,000. Staff will work collectively to identify potential reductions and cost savings.

Reynoso’s Hit N’ Walk 4th Annual Community Fair Event Fees

Mr. Reynoso requests a fee waiver including building inspection fees and the security deposit totaling \$2,213.

Facility rental fee	1,713
Facility deposit	500
Total	\$2,213

CONCLUSION

Upon Council approval, staff will process the special event park use permit applications and adjust all agreed upon facility rental fees accordingly.

**REVIEW FACILITY FEE WAIVER APPLICATION FOR "EL GRITO" EVENT AND
REYNOSO'S HIT N' WALK COMMUNITY FAIR**

June 16, 2014

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Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



Josette Espinosa
Director of Parks and Recreation

ATTACHMENTS

Attachment A: Special Event Park Use Permit Applications

Attachment B: Facility Fee Waiver Applications

Attachment C: Facility Fee Invoices

ATTACHMENT "A"

CITY OF HUNTINGTON PARK SPECIAL EVENT PERMIT APPLICATION



PERMIT NO. _____

FILING FEE: \$80 (for-profit organization) \$30 (non-profit organization)
Applications must be submitted by October 1 to be considered for following calendar year
Applications received after October 1 must be submitted at least 90 days before event

A. APPLICANT INFORMATION

Applicant Name: FRANCISCO MORENO / FECADEMIN
(If organization/business, include name of a contact person)

Address: 9120 SONGFEST DR. DOWNEY, CA 90240

Telephone #: (213) 507-1725 Emergency Telephone #: Same

Huntington Park Business License #: _____ Are you a non-profit organization? Yes No

Applicant's authorized representative(s) for management of event. *If more than one, please list on a separate sheet of paper. (Note: Applicant/authorized representative(s) must be present at all times during event).*

Name: ESTHER MORENO

Telephone #: (562) 481-9404 Drivers License #: _____

E-mail address: EstherAguilan@hotmail.com

Address: 9120 SONGFEST DR. DOWNEY, CA 90240

B. APPLICANT EXPERIENCE/REFERENCES

The organization applying for the special event permit must have at least three years of experience conducting the same or similar event proposed in this application.

Does your organization have at least three years of experience? Yes No

Provide three references of other cities/counties where you have conducted a similar event.

1. City/County: BELL GARDENS, CA Contact Person: ALEX MORIGGA - 7 Years

Telephone #: 562-299-8894 Dates of last event: SEPT 2013

2. City/County: LYNWOOD, CA Contact Person: MARIO CARDENAS

Telephone #: 310-350-3709 Dates of last event: SEPT 2007

3. City/County: PALM DESERT, CA Contact Person: ROSMARIO PLATA

Telephone #: 760-409-4254 Dates of last event: SEPT 2006

C. EVENT INFORMATION

Description of Event (Include all goods/services to be sold, number of rides, concessions, tents, stages, special displays or equipment used, animals, etc. If more space is needed attach a separate sheet of paper)

Cultural event Promoting our Fiestas Patrias - "El Grato"
one stage - 20 food stands - 30 concessions, rides
Electronic dances from Mexico, Michoacan - Jalisco
OAXACA - Yucatan.

Anticipated Attendance Total: 15k Per Day: 5k

D. EVENT ENTERTAINMENT

Diamond - 1 - E3, 1 - Ambassy lot

Attach a 1-2 page detailed list and description of all entertainment to be featured at your event.

E. EVENT DATES/TIMES

Friday - 2:00pm - 1:00pm Set up
Sat - 7:00am - 11:00am - Set up

> Setup

Setup begins on: 09-13-2014 Setup ends on: 09-13-2014

Setup will occur each day from: 9:00 am until 11:00 am

> Event

Event begins on: 09-13-2014 Event ends on: 09-15-2014

Event will be open each day from: 09-13-14 3pm to 10pm until 09-14 & 09-15 10 am to 10 pm.

> Cleanup

Cleanup begins on: 09-15-2014 Cleanup ends on: 09-15-2014

Cleanup will occur each day from: 9:00 pm until 11:00 pm

Notes: On Sat 13 from 3pm to 10pm - Sun & Mon 10 am to 10pm.

F. EVENT LOCATION

[x] Salt Lake Park [] Freedom Park [] Robert Keller Park [] Senior Park [] Other

(Describe area of park your event will utilize)

Base ball #1 & parking lot for rides.

G. The following is required for all events held at a park:

- [x] \$2,500 Refundable Deposit [] Business License [] Building Permit
[x] County Fire Permit [] Security Plan [] Plot Plan
[x] Entertainment Approval [] Insurance (must list "City of Huntington Park" as additional insured)

REQUIREMENTS

Your site plan/route map should be submitted in blueprint or computer-generated format and include:

- An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- The provision of minimum 20-foot emergency access lanes throughout the event venue.
- The location of first aid facilities and ambulances.
- The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- Generator locations and/or source of electricity.
- Sources of water.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- Identification of all event components that meet accessibility standards.
- Other related event components not listed above.

4. SECURITY PLAN

Have you hired a licensed professional security company to develop and manage your event's security plan?

Yes No

If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License Issued by the State of California.

Security Organization: TRA

Address: _____

Telephone #: _____ Emergency Telephone #: _____

Cell #: _____ Fax #: _____

Private Patrol Operator License # _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

3. BUILDING AND SAFETY PERMIT INFORMATION

Building and Safety Fee Schedule for Special Events:

> **Tents/structures/devices**

For inspection of structures or devices regulated by Chapter 66 the first inspection or first structure/device	\$267.04
Each additional structure and/or device	\$42.88

> **Electrical**

Carnival rides (electric or generator driven):	\$ 63.52 each
Carnival rides (mechanically driven):	\$ 26.40 each
Walk through - attractions/electric displays:	\$ 26.40 each
Booth lighting (i.e. carnival games, etc.):	\$ 26.40 each
Temporary power pole:	\$ 71.36 each

Motors, generators, transformers (rating in horsepower HP, kilowatts KW, kilovolt amperes KVA):

Rating over 3 and not over 10, each	\$ 32.64
Rating over 10 and not over 50, each	\$ 75.36
Rating over 50 and not over 100, each	\$ 140.96
Rating over 100, each	\$ 232.64

Any installation of any equipment rated at 400 amperes or larger;
 Any installation of a motor rated more than 10 HP;
 Any installation of equipment rated above 600V require Plan Review, please submit electrical plans 90 days prior to event. Plan Check fees are 70% of permit fees but not less than \$179.04

> **Other**

Minimum fee for any inspection not covered above is \$100.30 per hour (minimum of two hours)

Issuance fee per each permit: \$45.28

> **EVENT INFORMATION**

Applicant: Francisco Moreno
 Event address: Salt Lake Park Date: 5-6-2014
 Event contact name: _____ Phone: _____
 Event contact name: _____ Phone: _____

Tents (Indicate number of tents and size of each:

Rides and attractions:

electrical/generator driven rides: _____ # mechanical driven rides: _____
 # walk through/electric displays/booths: _____

Generators:

# _____ @ _____	(circle one)	hp kw kva	# _____ @ _____	(circle one)	hp kw kva
# _____ @ _____		hp kw kva	# _____ @ _____		hp kw kva

Application must be submitted to Director of Parks & Recreation a minimum of 90 days prior to event date and returned a minimum of 3 weeks prior to event date with all required approvals (see attached checklist). Two sets of plot plans and/or floor plans showing locations of all event activity, pedestrian trash, porta-pottles, security plan, entertainment list, and vehicle circulation, pedestrian circulation or parking as necessary must be attached.

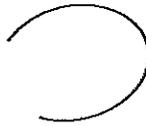
CERTIFICATE OF THE APPLICANT: I understand and agree to abide by all of the Special Event Permit regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

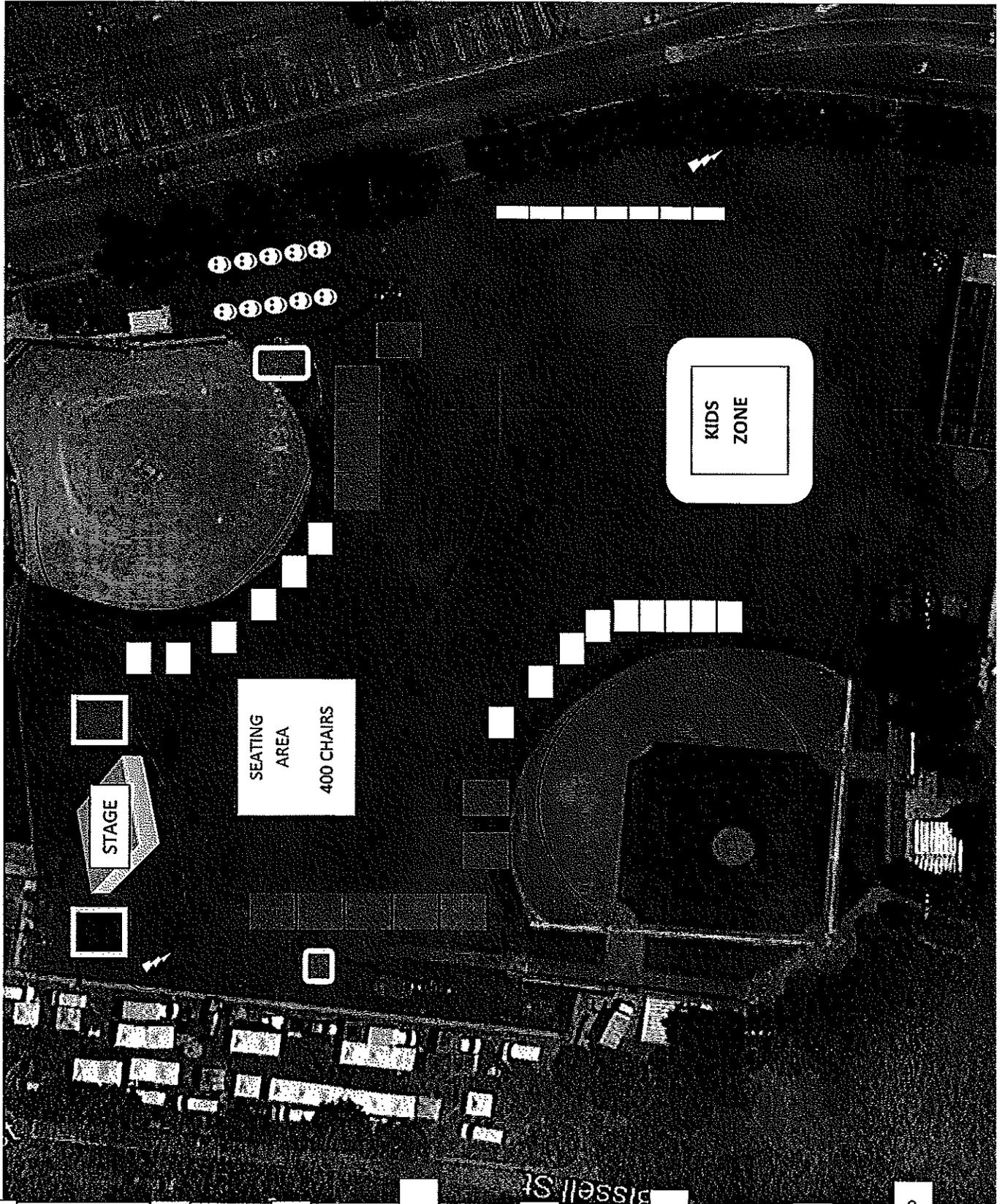
FOR OFFICE USE ONLY	
Date submitted:	_____
Received by:	_____
File fee:	_____
Receipt #:	_____

Francisco Moreno
Applicant's Signature

5-6-2014
Date

MICHOCHAN-FEST 2014 EL GRITO SEPT. 13-14 & 15, 2014 SALT LAKE PARK

-  NON FOOD
- 
-  BARRICADES
-  GENERATOR
-  FOOD BOOTH
-  WATER SINK
-  DRESSING RM
-  R.ROOMS
-  VIP



~~Saturday~~ - 3:00 AM

Set Friday - 2:00 P.M. - 1:00 AM
Security

Saturday 7:00 AM - 11:00 AM } N/A

Inspection 11:00 AM }

ST
Event open last
Event 12:00 AM - 10 PM

Sunday^{OP} - open 11:00 AM - 10 PM -

Monday open - 2:00 PM - 10:30 PM

~~Thu~~

Clean-up - 10:00 PM - 3:00 PM - clear

Tuesday - 7:00 AM - 9:00 AM off report

SPECIAL EVENT PARK USE PERMIT APPLICATION

PERMIT No. _____

FILING FEE: \$80 (for-profit organization) \$30 (non-profit organization)
Applications must be submitted by October 1 to be considered for following calendar year
Applications received after October 1 must be submitted at least 90 days before event

A. APPLICANT INFORMATION

Applicant Name: Reynoso's Hit N'Walk INC. Alex Reynoso
(If organization/business, include name of a contact person)

Address: p.o box 594 Huntington Park CA 90255

Telephone #: (323) 514-6089 Emergency Telephone #: (323) 273-0335

Huntington Park Business License #: N/A Are you a non-profit organization? Yes No

Applicant's authorized representative(s) for management of event. If more than one, please list on a separate sheet of paper. (Note: Applicant/authorized representative(s) must be present at all times during event)

Name: Alex Reynoso

Telephone #: (323) 514-6089 Drivers License #: B7617550

E-mail address: Reynosohnw@yahoo.com

Address: p.o box 594 Huntington Park CA 90255

B. APPLICANT EXPERIENCE/REFERENCES

The organization applying for the special event permit must have at least three years of experience conducting the same or similar event proposed in this application.

Does your organization have at least three years of experience? Yes No

Provide three references of other cities/counties where you have conducted a similar event.

1. City/County: City of Huntington Park Contact Person: Irene Muro (323) 582-6090

Telephone #: (323) 582-6090 Dates of last event: July 6, 2013

2. City/County: City of Huntington Park Contact Person: Irene Muro

Telephone #: (323) 582-6090 Dates of last event: Dec, 1 2012

3. City/County: City of Huntington Park Contact Person: Irene Muro Maria Carne

Telephone #: (323) 582-6090 Dates of last event: Oct. 2011
(323) 864-0063

H. SITE PLAN

Your site plan/route map should be submitted in blueprint or computer-generated format and include:

- An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- The provision of minimum 20-foot emergency access lanes throughout the event venue.
- The location of first aid facilities and ambulances.
- The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- Generator locations and/or source of electricity.
- Sources of water.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- Identification of all event components that meet accessibility standards.
- Other related event components not listed above.

I. SECURITY PLAN

Have you hired a licensed professional security company to develop and manage your event's security plan?

Yes No

If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization: Management Security Services, INC

Address: 1450 E COMPTON BLVD #147 COMPTON CA 90221

Telephone #: 562 310-763-0656 Emergency Telephone #: 562-331-9639

Cell #: _____ Fax #: 310-763-0151

Private Patrol Operator License # 17523

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

J. BUILDING AND SAFETY INFORMATION SHEET

Building and Safety Fee Schedule for Special Events:

➤ **Tents/structures/devices**

For inspection of structures or devices regulated by Chapter 66 the first inspection or first structure/device \$267.04

Each additional structure and/or device \$42.88

➤ **Electrical**

Carnival rides (electric or generator driven): \$ 63.52 each

Carnival rides (mechanically driven): \$ 26.40 each

Walk through – attractions/electric displays: \$ 26.40 each

Booth lighting (i.e. carnival games, etc.): \$ 26.40 each

Temporary power pole: \$ 71.36 each

Motors, generators, transformers (rating in horsepower HP, kilowatts KW, kilovolt amperes KVA):

Rating over 3 and not over 10, each \$ 32.64

Rating over 10 and not over 50, each \$ 75.36

Rating over 50 and not over 100, each \$ 140.96

Rating over 100, each \$ 232.64

Any installation of any equipment rated at 400 amperes or larger;

Any installation of a motor rated more than 10 HP;

Any installation of equipment rated above 600V require Plan Review, please submit electrical plans 90 days prior to event. Plan Check fees are 70% of permit fees but not less than \$179.04

➤ **Other**

Minimum fee for any inspection not covered above is \$100.30 per hour (minimum of two hours)

Issuance fee per each permit: \$45.28

➤ **EVENT INFORMATION**

Applicant: Reynoso's Hit n' Walk and (Alex Reynoso)

Event address: 3401 E. Florence Ave Huntington Park 90255 Date: 08-16-14

Event contact name: Alex Reynoso Phone: (323) 514-6089

Event contact name: Maria Carrero Phone: (323) 864-0053

Tents (indicate number of tents and size of each:

Rides and attractions:

electrical/generator driven rides: _____ # mechanical driven rides: _____

walk through/electric displays/booths: _____

Generators:

_____ @ _____ (circle one) hp kw kva # _____ @ _____ (circle one) hp kw kva

_____ @ _____ hp kw kva # _____ @ _____ hp kw kva

Application must be submitted to Director of Parks & Recreation a minimum of 90 days prior to event date and returned a minimum of 3 weeks prior to event date with all required approvals (see attached checklist). Two sets of plot plans and/or floor plans showing locations of all event activity, pedestrian trash, porta-potties, security plan, entertainment list, and vehicle circulation, pedestrian circulation or parking as necessary must be attached.

CERTIFICATE OF THE APPLICANT: I understand and agree to abide by all of the Special Event Permit regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

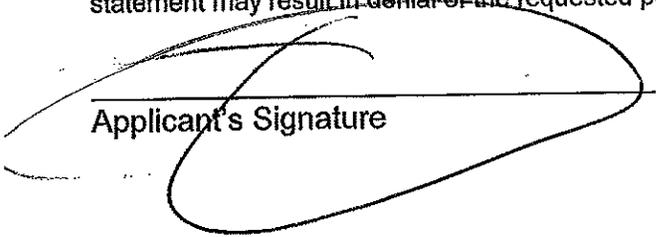
FOR OFFICE USE ONLY

Date submitted: _____

Received by: _____

File fee: _____

Receipt #: _____


Applicant's Signature

May 13, 2014
Date

PERMIT No. _____

APPROVAL CHECKLIST

The Department of Parks & Recreation requires proof of approval from the following departments and agencies. Please be advised that the \$80 fee will not be refunded if event does not take place as scheduled due to denial of request by other agency and/or property owner (s) or failure by applicant to obtain required approval signatures.

L.A. County Fire Department, Prevention Bureau
 3161 E. Imperial Highway, Lynwood, CA 90255 (310) 603-5258

Approved Not Approved No Approval Necessary Approved with conditions: _____

Name/Title: _____ Signature: _____

L.A. County Health Department, Environmental Health Specialist
 245 S. Fetterly Ave., Room 2014, Los Angeles, CA 90022 (323) 780-2272

Approved Not Approved No Approval Necessary Approved with conditions: _____

Name/Title: _____ Signature: _____

State Department of Alcohol, Beverage Control, Duty Investigator
 300 S. Spring St., Suite 2001-N, Los Angeles, CA 90013 (213) 897-5391

Approved Not Approved No Approval Necessary Approved with conditions: _____

Name/Title: _____ Signature: _____

City of Huntington Park Police Department, Watch Commander
 6542 Miles Avenue, Huntington Park, CA 90255 (323) 584-6254

Approved Not Approved No Approval Necessary Approved with conditions
 Entertainment Security Plan Street Closure Parking

Name/Title: _____ Signature: _____

City of Huntington Park City Clerk
 6550 Miles Ave., Huntington Park, CA 90255 (323) 584-6230

Approved Not Approved No Approval Necessary Approved with conditions
 Contracts Insurance

Name/Title: _____ Signature: _____

City of Huntington Park Finance Department, Collections Division
 6550 Miles Ave., Huntington Park, CA 90255 (323) 584-6237

Approved Not Approved No Approval Necessary Approved with conditions: _____

Name/Title: _____ Signature: _____

City of Huntington Park Building Department, Plan Review
 6550 Miles Ave., Huntington Park, CA 90255 (323) 584-6315

Approved Not Approved No Approval Necessary Approved with conditions: _____

Name/Title: _____ Signature: _____

City of Huntington Park Engineering Department, Assistant City Engineer
 6550 Miles Ave., Huntington Park, CA 90255 (323) 584-6253

Approved Not Approved No Approval Necessary Approved with conditions: _____

Name/Title: _____ Signature: _____

City of Huntington Park Public Works Department, Director of Public Works
 6900 Bissell St., Huntington Park, CA 90255 (323) 584-6320

Approved Not Approved No Approval Necessary Approved with conditions
 Water Electrical Dig Alert Trash/Recycle

Name/Title: _____ Signature: _____

Dig Alert, www.digalert.org (800) 227-2600

Approved Not Approved No Approval Necessary Approved with conditions: _____

Name/Title: _____ Signature: _____

- Parks & Recreation Commission City Council



MANAGEMENT SECURITY SERVICE, INC.

1450 East Compton Blvd, Suite 147
Compton California 90221
Office: (888) 763-0656 or Fax: (424)242-1689
Web Site: www.managementsecurity.com
E-Mail: mgmt@managementsecurityserviceinc.com
State of California License Number: PPO 17523

August 16, 2014

Salt Lake Park
Huntington Park 90255

Dear: Alex

Management Security Service, Inc proposes to provide Salt Lake Park, Huntington Park, Ca 90255 with the following:

4 Security Officers with 2 way Radios, One on each entrance and 2 guards patrolling the park area, there will be also 6 volunteers with 2 way radios as well.

20 staff volunteers from Reynoso's Hit N' Walk.

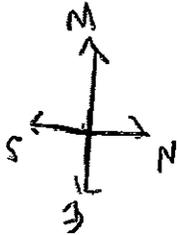
Sincerely,

Carmen Alvarez

Management Security Service, Inc.

4 TABLES

1 STAFF



INDOOR ROOM
1 BUSINESS PER TABLE

OFFICE
EXIT

7 TABLES

7 TABLES

LOT 1 STAGE

WALKING TRACK

SMALL TENT TO DRESS UP

OFFICE

SMALL STAGE

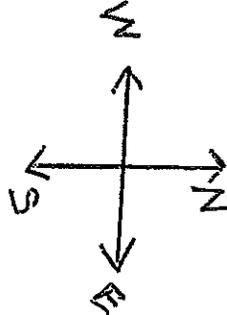
STAFF

OPEN AREA

KIDS ZONE
5 TABLES

WALKING TRACK

STAFF



SMALL GRASS AREA (OUTSIDE)

STAFF

STAFF

OPEN AREA

BUILDING
7 TABLES FOR BUSINESSES

EXIT

BUILDING

SMALL PARKING LOT

OFFICE

ATTACHMENT "B"

FACILITY FEE WAIVER APPLICATION

Please read and carefully complete the following application. Failure to provide accurate information may result in a delay or denial of your request for a fee waiver. Please attach a copy of your Facility Rental Permit Application to this form and return to the Department of Parks & Recreation.

A. APPLICANT INFORMATION

Organization/Business Name: FECAD EMIN
Contact Name: FRANCISCO MORANO Is this a non-profit organization? Yes No
Address: 9120 SAN GUSTAVO DR. DOWNEY, CA 90240
Telephone #: (213) 507-1725 E-mail address: FMDi6i77@VIDEO.COMMAIL.COM

B. FACILITY INFORMATION

Indicate the specific facility or facilities for which you are requesting a fee waiver:

- Salt Lake Park Keller Park Senior Park H.P. Community Center
 Perez Park Freedom Park _____
Other

(Describe the specific area of the park and/or building)

Baseball Park #1

C. EVENT INFORMATION

Description of Event (provide a detailed description of the event, its purpose and the activities that will take place)

Cultural event "El Grito" - Music - Dances from Mexico
Selling food - Expositor's stands - Merchandise
Rides

Anticipated Attendance Total: 15k Per Day: 5k

Will you be charging a fee? Yes No If "Yes" list all fees: _____

Will the event be open to the public? Yes No

Is this event a fundraiser? Yes No If "Yes" state who will receive the funds: _____

D. EVENT DATES/TIMES

Event Date(s): SEPT 13, 14 & 15 - 2014

Event Time(s): SEPT 13 from 3PM to 10PM - SEPT 14 & 15 from 10am to 10PM.

REVIEW PROCESS: You will be notified within 5 business days of submission of your application whether your request has been denied or will be referred to the PARC Commission and/or City Council for review. Fee waiver requests less than \$250 in indirect fees may be considered by the PARC Commission and/or City Council. Fee waiver requests of more than \$250 must be reviewed by the City Council. For additional details, review the Park Facility Use Fee Waiver Policy.

APPLICANT SIGNATURE: I understand and agree to abide by all of the Facility Fee Waiver and Facility Rental regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

Francisco Moreno
Applicant's Signature

5-6-2014
Date

FOR OFFICE USE ONLY:		
Date application received: _____	Received by: _____	
Criteria met: <input type="checkbox"/> Yes <input type="checkbox"/> No	Fee waiver status: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> Conditional
Total fees waived: \$ _____	Deposit to be paid: \$ _____	Add'l Fees to be paid: \$ _____
Approved by: _____		
Additional Information:		

FACILITY FEE WAIVER APPLICATION

Please read and carefully complete the following application. Failure to provide accurate information may result in a delay or denial of your request for a fee waiver. Please attach a copy of your Facility Rental Permit Application to this form and return to the Department of Parks & Recreation.

A. APPLICANT INFORMATION

Organization/Business Name: Reynoso's Hit N'Walk
Contact Name: Alex Reynoso Is this a non-profit organization? Yes No
Address: p.o box 594 Huntington Park CA 90255
Telephone #: (323) 514-6089 E-mail address: ReynosoHnw@yahoo.com

B. FACILITY INFORMATION

Indicate the specific facility or facilities for which you are requesting a fee waiver:

- Salt Lake Park Keller Park Senior Park H.P. Community Center
 Perez Park Freedom Park _____
Other

(Describe the specific area of the park and/or building)

indoor hall, small grass area. required 12 parking spaces.

C. EVENT INFORMATION

Description of Event (provide a detailed description of the event, its purpose and the activities that will take place)

4th Annual Community Fair, Music, Food, Snacks, Face painting, raffles, Health & Fitness Advice, Dancing, kids zone, clowns, give aways, entertainment, local bands, 24 booths, local Dancers (zumba dancers), local singers, small stage, indoor outdoor event

Anticipated Attendance Total: 350

Per Day: 1

Will you be charging a fee? Yes No

If "Yes" list all fees: But donation for expenses.

Will the event be open to the public? Yes No

Is this event a fundraiser? Yes No

If "Yes" state who will receive the funds: _____

D. EVENT DATES/TIMES

Event Date(s): 08/16/2014

Event Time(s): 1:00 pm

E. FEE WAIVER INFORMATION

Please complete only the section which applies to your event.

> Intergovernmental Cooperation (applicant is a government agency)

Name of specific department/unit responsible for event: _____

How does this event benefit the residents of Huntington Park? Business promotion,
Health, safety, education, youth programs, promotion
of the city its parks, we want to do it in conjunction w/ the
city and the parks.

Why is it necessary to hold this event at a city facility? We want to do an in conjunction
with the city of Huntington Park, unity ~~we~~ we can
are able. Building strong communities through supporting

> Non-Profit Organization
> Private Business/Organization or Individual Healthy Business & Healthy lives.

Non-Profit Organizations will be required to provide verification of tax-exempt status.

Do you provide service solely to residents of Huntington Park? Yes No

Indicate the negative impact or financial hardship that the normal facility use fees would create for your event or agency. You may attach a budget or financial statement for your organization to clarify the reason for your request:

We will not be able to have it if the city does
not help us.

What significant value or benefit will your event provide to Huntington Park residents? Health,
safety, education, youth programs, Business promotion.

> City-Sponsored Event

See the Park Facility Use Fee Waiver Policy for details about City-sponsored event requests.

Does your organization have, or is it in the process of receiving, tax-exempt status? Yes No

Explain why the city should be a co-sponsor of your event: The community will see
that our city cares about the health, safety,
education, youth program of our residents. Give
a free event to our seniors, youth, residents, veterans,
business owners and promote the growth of our busine.

F. FEE WAIVER REQUEST

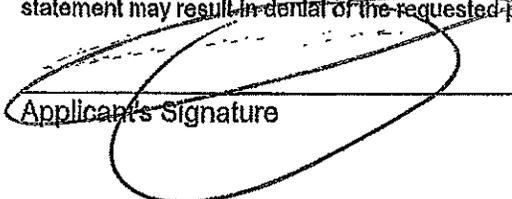
Are you requesting a 100% waiver of all applicable rental fees? Yes No

If "NO" which fees are you requesting to be waived? (note: refundable security deposit may not be waived)

Rental \$ _____ Personnel \$ _____ Janitorial \$ _____ Equipment/material \$ _____

REVIEW PROCESS: You will be notified within 5 business days of submission of your application whether your request has been denied or will be referred to the PARC Commission and/or City Council for review. Fee waiver requests less than \$250 in indirect fees may be considered by the PARC Commission and/or City Council. Fee waiver requests of more than \$250 must be reviewed by the City Council. For additional details, review the Park Facility Use Fee Waiver Policy.

APPLICANT SIGNATURE: I understand and agree to abide by all of the Facility Fee Waiver and Facility Rental regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.


Applicant's Signature

05/13/14
Date

FOR OFFICE USE ONLY:

Date application received: _____ Received by: _____

Criteria met: Yes No Fee waiver status: Approved Denied Conditional

Total fees waived: \$ _____ Deposit to be paid: \$ _____ Add'l Fees to be paid: \$ _____

Approved by: _____

Additional Information:

ATTACHMENT "C"

City of Huntington Park - Department of Parks and Recreation

3401 E. Florence Ave. Huntington Park, CA 90255

Tel. (323) 584-6218 Fax (323) 584-6310

INVOICE # 00054

5/28/2014

Bill to
FECADEMIN
Francisco Moreno
9120 Songfest Drive.
Downey, CA 90240

Description	Qty	Price	Amount
Salt Lake Park Baseball Diamond #3 & 4 Parking Lot on Bissell			
Diamond # 3	31	\$30	\$930
Diamond # 4	31	\$30	\$930
Parking Lot - Bissell	47	\$25	\$1,175.00
Baseball Diamonds with Lights	32	\$40	\$1,280.00
Please make check payable to the "City of Huntington Park"		Subtotal	\$2,455.00
		Deposit	\$2,500.00
		Total	\$9,270.00

City of Huntington Park - Department of Parks and Recreation

3401 E. Florence Ave. Huntington Park, CA 90255

Tel. (323) 584-6218 Fax (323) 584-6310

INVOICE # 00052

5/29/2014

Bill to
Reynoso's Hit N' Walk Inc. Alex Reynoso P.O. Box 594 Huntington Park CA 90255

Description	Qty	Price	Amount
Social Hall Saturday, August 16, 2014			
Set up- Friday, August 15, 2014 6 p.m. - 10 p.m.	4	\$60/per hr.	\$240
Set up- Saturday, August 16, 2014 8 a.m. - 1 p.m.	5	\$60/per hr.	\$300
Saturday, August 16, 2014 1 p.m. - 9 p.m.	8	\$60/per hr.	\$480
Clean Up- Saturday, August 16, 2014 9 p.m. - 12 a.m.	3	\$60/per hr.	\$180
Personnel Staff	14	\$17/per hr.	\$238
Janitorial	1	\$200	\$200
Kitchen	1	\$75	\$75
		Subtotal	\$1,713
		Deposit	\$500
		Total	\$2,213

8.2

**City of Huntington Park Fiscal
Year 2014-2015 Budget**

**To be presented at the
City Council Meeting**



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

June 11, 2014

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

Dear Mayor and Members of the City Council:

AUTHORIZATION TO NEGOTIATE TERMINATION AGREEMENT WITH AL PEREZ DBA MAG SWEEPING.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to negotiate agreement to terminate contract with Al Perez, dba MAG Sweeping, Inc.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City has faced a number of fiscal challenges in recent years. The street sweeping contract has been identified as an area for potential cost savings. The City pays approximately \$887,000 per annum to Mag Sweeping (the "company" or the "seller") to provide street sweeping services.

The City first entered into a street sweeping contract in 1990, after which there have been 10 amendments to the original contract. The contract is slated to expire on June 30, 2018. The City estimates that the cost to provide street sweeping services would range between \$350,000 to \$550,000 per annum, depending on the desired level of service.

The City Attorney was directed to review the contract to determine if there is a legal basis to cancel the contract, but had not found a viable legal solution. Thus, leaving the City with two basic options:

1. Renegotiate contract, which will require the extension of the contract term
2. Negotiate payment to terminate contract / services

Both the City and Mag Sweeping did not favor the first option. Consequently, staff was directed to negotiate a termination that did not exceed \$1,000,000.

**AUTHORIZATION TO NEGOTIATE TERMINATION AGREEMENT WITH AL PEREZ, DBA
MAG SWEEPING**

June 16, 2014

Page 3 of 3

FISCAL IMPACT/FINANCING

The City currently pays \$73,877 per month for street sweeping services (\$887,000 per annum) for six cores services:

1. Residential Sweeping	\$24,458
2. Commercial Sweeping	21,423
3. Parking Lots	4,232
4. Sidewalk Sweeping	6,900
5. Steam Cleaning	14,825
6. BID Cleaning Services	<u>2,089</u>
TOTAL	\$73,867

These costs are allocated among four funds:

- General Fund – 80% \$707,964
- Prop C (Fund 220) – 9% \$ 78,432
- Parking (Fund 231) – 11% \$100,000

The City and Al Perez dba: MAG Sweeping, Inc. have reached a negotiated price of \$990,000 for the acquisition of the company. These costs will be paid from unspent (reserves) Gas Tax monies, which permits funding for street sweeping services.

The City is expected to realize at least \$300,000 in annual savings or \$1.2 million over the next four years. Since City Staff negotiated directly with Mag Sweeping, there were nominal legal fees associated with these negotiations, and thus the City will save a net of \$200,000 by terminating the contract.

Since the termination/acquisition cost will be borne by the Gas Tax Fund, this transaction will not have a direct financial impact on the General Fund. However, the City's General Fund will realize a minimum of \$300,000 (each year) as a result of replacing Al Perez dba: MAG Sweeping with a lower cost provider, commencing in FY 14-15.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In order to facilitate the termination of the contract, the City will actually purchase the company, which enabled the City to pay a lower amount to the seller. Buying the company, which includes the contract, physical assets (trucks), and goodwill provides the City will the opportunity to own and then "terminate" the contract, as well as provides potential tax benefit to the company. The City will sell the assets purchased, which are near the end of their economic service life, to reduce the total cost of the acquisition. The expected revenue should not exceed \$50,000.

**AUTHORIZATION TO NEGOTIATE TERMINATION AGREEMENT WITH AL PEREZ, DBA
MAG SWEEPING**

June 16, 2014

Page 3 of 3

CONCLUSION

Upon the City Council approval, the City will commence a search for a new company to provide street sweeping services.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO F. MORALES
Director of Finance

ATTACHMENT:

A: Agreement

ATTACHMENT "A"

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made this ___ day of _____, 2014 (the "Effective Date"), by and between the City of Huntington Park, a municipal corporation ("Purchaser") and MAG Sweeping, Inc., a California corporation ("MAG Sweeping") and Alfredo Perez ("Perez" and with MAG Sweeping collectively referred to herein as "Seller").

RECITALS

A. Seller is engaged in the business of providing street sweeping and sidewalk cleaning services (the "Business").

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller all of Seller's right, title and interest in and to certain specified assets of the Business, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Sale of Assets.**

1.1 **Transfer of Purchased Assets.** Except as hereinafter provided, on the Closing Date (as hereinafter defined), Seller will sell, assign, transfer and deliver to Purchaser, and Purchaser will purchase and accept from Seller, all right, title and interest in and to those assets set forth in Schedule 1 attached hereto and incorporated herein by this reference (the "Purchased Assets").

1.2 **No Other Assets or Rights.** The Purchased Assets do not include any assets, rights or property of Seller not specifically included in the definition of Purchased Assets set forth in this Schedule 1. Purchaser shall not assume any obligations or liabilities of Seller.

2. **Liabilities.** On and as of the Closing Date, Purchaser will be responsible for all liabilities with respect to the Purchased Assets that arise on or after the Closing Date, but only to the extent that such liabilities do not relate to any breach, default or violation by Seller on or prior to the Closing (the "Assumed Liabilities"). Except as expressly set forth in this Section 2, Purchaser shall not assume any obligations or liabilities of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

3. **Purchase Price.** As consideration for the Purchased Assets, Purchaser shall deliver, by wire transfer or as otherwise agreed, NINE HUNDRED NINETY THOUSAND DOLLARS (\$990,000) (the "Purchase Price") to Seller on the Closing Date. Seller and Purchaser agree that the Purchase Price shall be allocated among the Purchased Assets for all purposes as set forth on

Schedule 2. Seller shall file all tax returns and information reports in a manner consistent with this allocation.

4. **Closing.** The closing of the purchase and sale provided for in this Agreement (the "Closing") shall occur on the date the Purchase Price is transferred by Purchaser to Seller (the "Closing Date"). If the closing has not occurred by July 1, 2014, this Agreement shall terminate without any liability of any party to the other party (except for any liability of any party then in breach). On the Closing Date, Seller shall deliver to Purchaser a duly executed Bill of Sale and Assignment, in the form attached hereto as Exhibit A, transferring the Purchased Assets to Purchaser. On the Closing Date, Purchase shall deliver the Purchase Price and a duly executed Bill of Sale and Assignment, in the form attached hereto as Exhibit A, transferring the Purchased Assets to Purchaser.

5. **Representations and Warranties of Seller.**

MAG Sweeping and Perez, jointly and severally, hereby represent and warrant to Purchaser as follows:

5.1 **Organization, Specific Powers and Authorization.** MAG Sweeping is a corporation duly organized, validly existing and in good standing under the law of the state of California. Seller has, and on the Closing Date will have, full right, power and authority to enter into this Agreement and to sell, transfer and deliver the Purchased Assets and to perform its undertakings and obligations hereunder. All corporate proceedings required to be taken to authorize Seller to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby have been duly taken. This Agreement has been, and on the Closing Date will be duly executed and delivered by Seller and, upon such execution and delivery, will constitute a legal, valid and binding obligation of Seller in accordance with its terms.

5.2 **No Violation or Conflict.** The execution, delivery and performance of this Agreement and the consummation by Seller of the transactions contemplated hereby does not and will not (i) violate, conflict with or result in the breach or termination of, or create a right to terminate or accelerate, or constitute a default (with notice or lapse of time or both) under any indenture, contract, mortgage, lease, agreement or other instrument to which Seller is a party or by which Seller is, or its properties or assets are, bound or affected; (ii) violate or conflict with any statute, rule or regulation, or any order, judgment, writ, injunction, decree of any court or governmental body or regulatory agency or authority to which Seller is, or its properties or assets are, subject; or (iii) result in the creation of any lien, charge, encumbrance, security interest or claim upon any of the properties or assets of Seller.

5.3 **Title to Purchased Assets; Absence of Liens and Encumbrances.** Seller has good title to the Purchased Assets free and clear of all claims, liens, encumbrances, security interests, charges or options of any kind, and the sale and delivery of the Purchased Assets pursuant hereto will vest in Purchaser good and valid title thereto, free and clear of all claims, liens, encumbrances, security interests, charges or options of any kind whatsoever.

5.4 **Condition of Assets.** The Purchased Assets are in good condition and are adequate for the uses to which they are being put, and none of such Purchased Assets are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

5.5 **Assigned Contracts.** Schedule 1 includes each contract included in the Purchased Assets and being assigned to and assumed by Purchaser (the "Assigned Contracts"). Each Assigned Contract is valid and binding on Seller in accordance with its terms and is in full force and effect.

5.6 **Permits.** Schedule 1 includes all permits, licenses, franchises, approvals, authorizations, registrations, certificate, variances and similar rights obtained from governmental authorities included in the Purchased Assets (the "Permits"). The Permits are valid and in full force and effect.

5.7 **Compliance with Laws.** Seller has complied, and is now complying, with all applicable federal, state and local laws and regulations applicable to ownership and use of the Purchased Assets.

5.8 **Litigation.** There are no actions, suits, proceedings, claims or investigations pending or threatened against or affecting the Purchased Assets or any of them, or may interfere with the consummation of the transactions contemplated hereby or any of the rights, title or interests contemplated to be transferred to Purchaser pursuant hereto; and there is no outstanding order, writ, judgment, injunction, decree or award of any court, governmental or regulatory body, agency or authority or arbitration tribunal against or otherwise affecting any of the Purchased Assets.

5.9 **Full Disclosure.** All documents, exhibits, certificates and other materials delivered or to be delivered by or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby are true and complete. The information furnished by or on behalf of Seller in connection with this Agreement and the transactions contemplated hereby does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

5.10 **Tax Representations.** Seller is relying solely upon its own investigation and analysis of any potential tax results or tax impacts resulting from this Agreement or the transactions contemplated hereby, and has not relied in any way upon any advice, guidance, representation, statement, agreement, descriptions or other information by Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters, including without limitation, any proposed tax result or tax impact resulting from this Agreement or the transactions contemplated hereby.

5.11 **Advice of Counsel.** Seller has read and fully understands the terms and provisions of this Agreement, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).

5.12 **Representations and Warranties as of Closing Date.** The representations and warranties made in this Section 5 will be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

6. **Survival.** Each of the representations, warranties and covenants made by Seller hereunder shall survive after the Closing Date without limitation.

7. **Covenants.**

7.1 **Transfer of Certificates of Title.** In the event that ownership of any of the Purchased Assets is evidenced by a certificate of title or other recorded evidence of title, Seller and Purchaser shall each use their reasonable best efforts to cooperate with each other and to effectuate transfer of such certificates of title or other recorded evidences of title into the name of Purchaser as soon as possible after the Closing Date.

7.2 **Continued Cooperation.** From and after the Closing Date, each party shall use reasonable best efforts to cooperate with each other in executing such agreements, documents, certificates and instruments and taking or causing to be taken such other acts and actions as may be reasonably requested by the other party, or as may otherwise be necessary, advisable or appropriate to more fully accomplish and/or evidence the consummation of the transactions contemplated hereby pursuant to the terms and conditions hereof.

8. **Indemnification.**

8.1 **Indemnification by Seller.** Except as otherwise provided herein, Seller will indemnify, defend and hold harmless Purchaser and its officers, directors and employees with respect to any and all losses, liabilities, claims, obligations, damages or deficiencies, together with all costs and expenses (including, without limitation, any interest, penalties, legal fees and expenses and accountants' fees and expenses) (collectively, "Losses") incurred in connection with and in defending against any such Losses based on, arising out of, resulting from, or otherwise relating to: (i) any inaccuracy, misrepresentation or breach of any representation, warranty or covenant, or non-fulfillment or failure to perform any covenant or agreement, made by Seller in this Agreement, certificate or other document delivered by Seller in connection herewith; (ii) any and all liabilities and obligations of Seller not specifically assumed by Purchaser hereunder; (iii) any claims asserted or action taken against Purchaser by any third party, which claims or actions relate to this Agreement and/or the Contracts; and (iv) any other obligation or liability of Seller incurred, or arising out of or in connection with any act or omission occurring at any time.

8.2 **Indemnification Procedures.** Whenever any claim shall arise for indemnification hereunder, Purchaser shall promptly provide written notice of such claim to Seller.

8.3 **Cumulative Remedies.** The rights and remedies provided in this Section 8 are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

9. **Releases.** Except for the obligations set forth in this Agreement, Seller, on behalf of itself and all of its successors, assigns, attorneys, agents, and anyone claiming by or through it, hereby releases and forever discharges Purchaser, and all of its divisions, affiliates, employees, officers, directors, successors, assigns, attorneys and agents, from any and all claims, debts, liabilities, and demands, whether known or unknown, fixed or contingent, which Seller now has, or which Seller at any time may have, that arise out of or relate in any way to the Contracts.

10. **Waiver Of California Civil Code Section 1542.** Seller agrees to waive all of its respective rights under Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Seller expressly waives and releases any right or benefit which he may have or may in the future have under California Civil Code § 1542 and all similar laws, rules and statutes, to the fullest extent that such rights or benefits may be lawfully waived and released. Seller acknowledges that he may hereafter discover facts different from or in addition now known or believed to preexist or arising out of the Contracts or matters which releases have been given herein, and agrees that this Agreement will nonetheless be binding and remain in full and complete force and effect.

11. **Notices.**

Any notice, request, consent, demand or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or sent by certified or registered mail, return receipt requested, or by telegraph, cable, telex or telecopier (to be confirmed by mailing the same as aforesaid), to the appropriate parties listed below at their respective addresses set forth below or such other address as any party may designate by notice to the other parties given as aforesaid:

If to Seller: MAG Sweeping, Inc.
7800 Pacific Blvd,
Huntington Park, CA 90255
Attention: Al Perez

If to Purchaser: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attention: City Manager

12. **Miscellaneous.**

12.1 **Interpretation.** The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by

the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person. The Section and subsection headings of this Agreement are inserted and appear only as a matter of convenience and shall not affect the construction, meaning, or interpretation of the Agreement.

12.2 **Expenses.** Except as otherwise provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each of the parties hereto shall bear the fees and expenses relating to its compliance with the various provisions of this Agreement and the covenants and agreements to be performed hereunder, and each of the parties hereto shall pay all expenses (including, without limitation, legal fees and expenses) incurred by it in connection with this Agreement, the transactions contemplated hereby, the negotiations leading to the same and the preparations made for carrying the same into effect.

12.3 **Benefit, Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement is not assignable by Seller. All rights of Purchaser hereunder may be assigned by Purchaser in whole or in part, provided that written notice thereof shall be given to Seller.

12.4 **No Third Party Beneficiaries.** The parties do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or understanding established under this Agreement.

12.5 **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, excluding its conflict of laws rules.

12.6 **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of California, in each case located in the city of Los Angeles and county of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

12.7 **Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

12.8 **Entire Agreement.** This Agreement and any certificates, agreements and other documents executed by the parties hereto or either or both of such parties simultaneously herewith or pursuant hereto, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings, written or oral, between the parties with respect to such subject matter.

12.9 **Amendment.** This Agreement cannot be changed or terminated orally. Any modification of this Agreement shall be effective only if made in writing and signed by duly

authorized officers of both parties hereto. If the parties agree upon any modification of any term or condition of this Agreement, all other terms and conditions of this Agreement which are not expressly modified shall remain in full force and effect.

12.10 **No Waiver**. The failure of a party to insist upon strict adherence to any term or condition of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or condition or to any other term of this Agreement.

12.11 **Headings**. The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.

12.12 **Counterparts**. More than one counterpart of this Agreement may be executed by the parties hereto, and each fully executed counterpart shall be deemed an original.

(Signature page follows)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

PURCHASER:

CITY OF HUNTINGTON PARK

SELLER:

MAG SWEEPING, INC.

By: _____

City Manager, City of Huntington Park

By: _____

Name: _____

Title: _____

ALFREDO PEREZ, an individual

ATTEST:

By: _____

City Clerk, City of Huntington Park

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: _____

City Attorney, City of Huntington Park

SCHEDULE 1

PURCHASED ASSETS

1. Two (2) sweepers: [NEED MORE INFORMATION TO IDENTIFY – MAKE, MODEL, YEAR, VIN, ETC]
2. Three (3) trucks: [NEED MORE INFORMATION TO IDENTIFY – MAKE, MODEL, YEAR, VIN, ETC]
3. Three (3) pressure washers: [NEED MORE INFORMATION TO IDENTIFY – MAKE, MODEL, YEAR, ETC]
4. 2 blowers: [NEED MORE INFORMATION TO IDENTIFY – MAKE, MODEL, YEAR, ETC]
5. The contract dated July 16, 1990, as amended on November 18, 1991, January 2, 1996, January 3, 2000, June 5, 2000, October 16, 2000, June 19, 2006, September 4, 2007, April 21, 2008, July 1, 2009 and August 16, 2010, whereby Seller agreed to provide certain street sweeping and sidewalk cleaning services to Purchaser.
6. The contract dated October 3, 1994, as amended on February 6, 1995, whereby Seller agreed to provide certain sidewalk cleaning services to Purchaser.
7. Any of the rights of Seller under this Agreement, and any other agreement between Seller on the one hand and Buyer on the other hand entered into on or prior to the Closing Date.
8. All Intellectual Property Assets. [NEED MORE INFORMATION TO IDENTIFY – NAME, REGISTRATION NUMBER, ETC]
9. All Permits which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, to the extent assignable.
10. All of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets.
11. All insurance benefits, including rights and proceeds, arising from or relating to the Purchased Assets.
12. All goodwill and the going concern value of the Business.

SCHEDULE 2

PURCHASE PRICE ALLOCATION

TBD

EXHIBIT A

BILL OF SALE AND ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, MAG Sweeping, Inc., a California corporation (“Seller”), in accordance with the provisions of that certain Termination of Contractual Relationships and Asset Purchase Agreement, dated _____ 2014, by and among Seller and the City of Huntington Park (“Purchaser”) (the “Asset Purchase Agreement”), hereby sells, bargains, assigns, transfers and conveys to Purchaser, all Seller’s right, title, and interest in and to the Purchased Assets (as defined in Section 2.1 of the Asset Purchase Agreement).

Seller represents and warrants that Seller is the owner of the Purchased Assets, that Seller has the right to sell, bargain, assign, transfer and convey the Purchased Assets to Purchaser, and that the Purchased Assets are free from all liens, security interests, encumbrances and restrictions. Seller shall, and does, hereby warrant and defend the sale of the Purchased Assets to Purchaser against any and all persons who claim title to the assets described above.

This Bill of Sale shall bind Seller and benefit Purchaser and its successors and assigns.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Asset Purchase Agreement.

This Bill of Sale is delivered pursuant to the Asset Purchase Agreement in order to effectuate the transfer of the Assets contemplated thereunder, and is not intended to change the terms of the Asset Purchase Agreement or increase either party’s rights thereunder. In any conflict between the terms of the Asset Purchase Agreement and this Bill of Sale, the terms of the Asset Purchase Agreement shall prevail.

(Signature page follows)

IN WITNESS WHEREOF, each of the undersigned has caused this Bill of Sale and Assignment to be duly executed on its behalf on the date first written above.

Dated effective as of _____ 2014

MAG SWEEPING, INC.

By: _____

Its: _____

Accepted and approved to as of the date first written above:

CITY OF HUNTINGTON PARK

By: _____
City Manager, City of Huntington Park



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

June 16, 2014

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

Dear Mayor and Members of the City Council:

AUTHORIZATION TO ENTER INTO PARKING MANAGEMENT AGREEMENT WITH PARKING COMPANY OF AMERICA FOR THE PARKING STRUCTURE LOCATED AT 7015 RITA AVENUE.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to enter into agreement with Parking Company of America to operate the parking structure located at 7015 Rita Avenue.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City would like to replace the parking management company that operates the parking structure located at 7015 Rita Avenue. This parking structure has been underutilized for several years, which is evidenced by a number of abandoned cars left on the upper level of the parking structure for several months.

The City first entered into a parking management agreement with Five Star Parking Company in 1996 to operate the two-story parking structure located at 7015 Rita Avenue. After the initial term, Five Star was given (3) subsequent five year extensions, which expired on June 30, 2011, and now is under a month-to-month contract.

City staff attempted to terminate this contract for several weeks, but was unable to obtain a direct contact once the contract was assumed by ABM when it purchased Five Star parking. Eventually, City staff was required visited ABM's office in downtown directly in order to provide a 60-day notice to terminate (effective June 30, 2014).

The City obtained a proposal from Parking Company of America ("PCA"), which is based in Downey and is one of the largest minority-owned parking companies in America, to provide parking management services at this location. PCA agreed to manage the facility under the same contract terms: greater of \$18,000 per annum or 18% of gross audited revenues.

FISCAL IMPACT/FINANCING

Given the fact that the facility has been underutilized for a number of years, combined with the PCA's pro-active management approach and the City's plans to limit overnight parking in our parking lots, the City anticipates to be able to generate some additional revenues from this facility.

PCA has suggested building a ramp in the rear alley to encourage additional parking from the nearby shopping centers and facilitate parking for transit riders along the Florence and Pacific routes. These improvements will costs, together with additional directional signage, should not total more than \$90,000 and will be paid from Proposition C transit grant monies, upon approval from the MTA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract terms and provisions are identical to the prior contract with Five Star Parking.

CONCLUSION

PCA will assume management of the facility on July 1, 2014.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO F. MORALES
Director of Finance

ATTACHMENT

A: Agreement

ATTACHMENT "A"

PARKING FACILITY LEASE

THIS LEASE dated this _____ day of _____ between the CITY OF HUNTINGTON PARK ("Lessor") and PARKING COMPANY OF AMERICA ("Lessee.")

WITNESSETH

1. Description of Premises.

The Lessor hereby leases and demises to the Lessee, the following premises:

Certain real property situated in the City of Huntington Park, County of Los Angeles, State of California, commonly known as Rita Avenue Parking Structure No. 1 whose address is 7015 Rita Avenue, Huntington Park, CA.

2. Use of Premises.

To be used for vehicle parking.

3. Term.

For a term of five (5) years, commencing July 1, 2014 and ending on June 30, 2019, plus any subsequent renewal periods. If the Lessee has not received written termination notice thirty (30) days prior to the termination of the current term, this lease will automatically renew for an additional period equal in duration to the prior contract period. However, either party may terminate this Lease at any time by giving the other party thirty (30) days written notice of its intent to do so.

4. Rent.

The annual rental shall be 15% of net profits or eighteen thousand dollars (\$18,000.00), whichever is greater. All rent due hereunder shall be paid annually, after the first year and prior to July 15, of the next year starting in 2015.

Lessee will provide Lessor with audited financial statements disclosing the net profits of the prior year, July 1- June 30 and pay to Lessor, 15% of any net profits over \$18,000.00 prior to July 15 each year beginning after the first year.

The parties hereto further covenant with each other as follows:

5. Reimbursement of Capital Improvement Expenses

Lessor and Lessee agree that a number of capital improvements need to be made to the parking structures to improve efficiency and make increase its appeal to patrons. The improvements include relocating existing equipment, restriping, creating an entrance from the alley and installation of new equipment at the entry points. The budget for the aforementioned improvements is attached to this agreement as exhibit A.

In addition, the Lessor shall retain the right to make repairs, changes, alterations, and/or additions to the Premises, with Lessee's consent. All alterations and additions shall comply with all insurance requirements and with all ordinances and regulations of the City or any department or agency thereof, and with the requirements of all statutes and regulations of the State or any agency thereof. All alterations and additions shall be constructed in a good and workmanlike manner and only good grades of materials shall be used.

Lessor will therefore be responsible to reimburse Lessee for the costs of said repairs, changes, alterations, and/or additions. Lessor agrees to reimburse Lessee in full within sixty (60) days. If this agreement is terminated before the costs of said repairs, changes, alterations, and/or additions have been repaid, those costs will become due and payable, in full, within thirty (30) days.

6. Vacation of Premises.

The Lessee will promptly pay the rent at the time and in the manner aforesaid, and at the expiration of the term will peacefully yield up to the Lessor said premises in as good order and repair as when delivered of the Lessee, damage by fire, casualty, war or insurrection, riot or public disorder, or act upon the part of any governmental authority, ordinary wear and tear, and damage by the elements excepted.

7. Use and Occupation.

The Lessee covenants that no waste or damage shall be committed upon or to the demised premises, that the premises shall be used for the purposes hereinabove stated, and shall not be used or permitted to be used for any other purpose, that said premises shall not be used for any unlawful purpose and no violations of law or ordinance shall be committed thereon, that no advertisement or notice will be affixed to any part of the building without the consent of the Lessor and that any additions or improvements placed upon the premises by either party during the term, except the movable property of the Lessee, shall be the sole property of the Lessor.

Lessee agrees to comply at all times with any recommendations of Lessee's insurance company arising out of or relating to Lessee's use of the demised premises, to pay for any and all expenses arising out of compliance with such recommendations, and to do nothing in its use of said premises or allow anything to be done or any substance kept on said premises which would operate to increase the fire hazard.

8. Assignments and Subletting.

The Lease shall not be assigned, or the demised premises underlet, without the written consent of the Lessor hereon endorsed, which consent shall not be unreasonably withheld, and such consent having been given, the Lessee shall, nevertheless, remain primarily liable to perform all covenants and conditions hereof and to guarantee such performance by its assignee or subtenant.

9. Abandonment.

If Lessee shall abandon or vacate said premises before the end of the term or any other event happen entitling Lessor to take possession thereof, Lessor will make reasonable efforts to take possession of the premises and relet same without such action being deemed an acceptance of a surrender of this lease, or in any way terminating the Lessee's liability hereunder, and Lessee shall remain liable to pay the rent herein reserved, less the net amount realized from such reletting, after deduction of any expenses incident to such repossession and reletting.

10. Damage or Destruction.

The fire and extended casualty insurance for the demised premises shall be the responsibility of the Lessee, to have the demised premises insured and pay for the cost of the insurance premiums with limits and deductible mutually acceptable by both the Lessor and Lessee.

If the demised premises should be damaged or destroyed by fire or other cause, the Lessee, at its expense with the approval of the Lessor shall promptly repair and restore the demised premises to substantially the same condition and configuration the demised premises were in prior to the damage or destruction.

If the demised premises should be damaged or destroyed by fire or other cause, then the entire rents herein provided, or a fair equitable portion thereof, shall be abated until such time as the demised premises are repaired and restored. The term of this lease shall be extended for a period equal to any period during which there has been a complete abatement of rent.

If the demised premises should be damaged or destroyed by fire or other cause to such an extent that the demised premises are rendered unusable and cannot reasonably be repaired as determined by the opinion of a qualified licensed architect or registered engineer mutually appointed by Lessor and Lessee, then Lessee, shall have the right and option to cancel this lease by giving the Lessor notice of such election within thirty (30) days after the occurrence of such damage or destruction and this lease shall terminate not later than thirty (30) days after the date such notice is given, with the specific date of termination to be at the Lessee's option.

11. Transfer by Operation of Law.

In event Lessee or any part thereof come into possession of any receiver, assignee, trustee in bankruptcy, sheriff, or other officer, by and through any court process, or by operation of law, Lessor may at his option terminate this lease at any time thereafter by notice to said Lessee and may accept rent from such receiver, trustee, assignee or officer without affecting or impairing his rights to terminate this lease at any time thereafter or impairing any other right of Lessor under this lease.

12. Eminent Domain.

If a substantial portion of the premises are condemned or taken by any public authority under the power of eminent domain, either Lessor or Lessee shall have the right as of the day possession shall be taken by such public authority to terminate this Lease by notice thereof to the other, in writing, and rent shall be paid to the date of such possession or proportionate refund made by the Lessor if rent has been paid in advance. If neither party shall elect to terminate the Lease by reason of such condemnation, the rent shall be reduced by the proportion of the floor area of the premises taken by such condemnation, and Lessor shall make all necessary repairs or alterations so as to constitute the remaining premises a complete architectural unit. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premise, shall be sole property of Lessor, whether such damages shall be awarded as compensation for diminution in the value to the leasehold or to the fee of the Premise or otherwise, and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any award specifically made to Lessee, for loss of business, taking of Lessee's, (excluding its interest under this Lease), to the extent of the cost to Lessee, less depreciation.

13. Lessor's Inspection and Notice to Relet.

The Lessor shall have access to the demised premises at all reasonable times for the purposes of inspection or for making such improvements, repairs and alterations as Lessor may reasonably deem expedient, or for showing the premises to others. Furthermore, the Lessor may at any time within ninety (90) days preceding the expiration of the term of this lease affix to any suitable part of the premises a notice for letting and keep the same affixed without hindrance or molestation.

14. Right on Default.

If the Lessee shall neglect or fail to perform or observe any of the covenants contained herein, on Lessee's part to be observed and performed, for thirty (30) days after notice by the Lessor of such breach, the Lessor may lawfully enter the premises or any part thereof and repossess the same, and expel the Lessee and those claiming under and through Lessee and remove Lessee's effects, without being deemed guilty of any manner of trespass and upon entry as aforesaid, this lease shall terminate and shall wholly expire; provided, however, such cure period shall be only ten (10) days with respect to Lessee's covenant to pay rent. The Lessee covenants that in case of such termination Lessee will indemnify the Lessor against all loss of rent during the residue of the term fees, which the Lessor may incur by reason of such termination.

15. Non-Waiver Clause.

No waiver by Lessor of any default by Lessee shall be effective unless in writing or operate as a waiver of any other default or of the same default on a future occasion. Lessor's acceptance of rent shall not be deemed a waiver as to any proceeding default.

16. Lessor's Remedies.

All remedies of Lessor shall be cumulative to the full extent allowed by applicable law. No delay or omission on the part of Lessor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lessor of any right or remedy shall preclude other or further exercise thereof, or of any other right or remedy.

17. Holdover.

It is agreed that a holding over beyond the expiration of the term herein specified shall operate as an extension of this lease from month-to-month only, with the monthly rent increasing 125% with Lessee or Lessor to give thirty (30) days written notice at the end of any month to terminate the month-to-month extension. No holdover shall be permitted without the written consent of the Lessor.

18. Light and Air.

It is agreed that this lease does not grant a continuance of light and air over any property adjoining the leased premises.

19. Lessor's Non-Liability.

It is agreed that the Lessor shall not be liable to the Lessee or any other person on the demised premises or in the building by the Lessee's consent, invitation or license, expressed or implied, for any damage either to person or property sustained by reason of the condition of said premises or building, or any part thereof, or arising from the bursting or leaking of any water, gas, sewer, or steam pipes, or due to the act or neglect of any employee of the Lessor, or the act of any Co-Lessee or any occupant of said building or other person therein, or due to any casualty or accident in or about said building unless resulting from the Lessor's willful wrongful act or omission.

20. Lessee's Liability.

The Lessee agrees to be responsible for any damage to the property of the Lessor which may result from any use of the demised premises or any act done thereon by the Lessee or any person coming or being thereon by the license of the Lessee, expressed or implied, and will also save the Lessor harmless from any liability to any other person for damage to person or property resulting from any such causes, unless resulting from the Lessor's willful wrongful act or omission.

21. Condition and Maintenance.

Except as herein contained, no representations have been made as to the condition of the demised premises. It is agreed that the cost of maintenance and repairs shall be borne by the Lessor, except as defined paragraph 9.

22. Compliance with Laws and Quiet Possession.

Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments and all departments thereof, applicable to the demised premises. Lessor covenants and warrants that Lessee, on payment of rents and other sums due hereunder and the performance of all its covenants herein contained, shall have the full and unrestricted use, possession and enjoyment of the demised premises during the term hereof, subject only to the provisions of paragraph 22 hereof.

23. Subordination.

This lease shall be subordinate to any recorded or unrecorded mortgage lien(s) securing financing on the demised premises for the duration of this lease. If there is a default by the Lessor under any such mortgage, it shall not affect the tenancy of Lessee so long as the Lessee is not in default hereunder.

24. Surrender of Premises.

Upon the termination of this Lease, Lessee shall, at Lessee's sole cost, remove all trade fixtures, office furniture and equipment (excluding electric light fixtures) installed by Lessee unless otherwise agreed to in writing by Lessor. Lessee shall also promptly repair any damage caused by such removal. Property not so removed shall be deemed abandoned by the Lessee at the termination of this Lease and title to the same shall thereupon pass to Lessor except that the Lessor shall have the right to charge the Lessee for time, labor, machinery, trucking and dumping to remove Lessee's abandoned property, and to place the subject Premises in the same broom clean condition that the Premises were in at the time the Lessee first took possession of the subject Premises. Lessee shall indemnify the Lessor against any loss or liability resulting from delay by Lessee in so surrendering the premises, including without limitation, any claims made against Lessor by any succeeding Lessee founded on such delay.

25. Waiver of Subrogation.

The Lessor and the Lessee hereby release each other and each others' Lessees and Sub-Lessees (and the employees, agents, licensees, customers and invitees of each other and such Lessees and Sub-Lessees) from any and all claims and liability for any loss, damage or injury by reason of fire or other casualty which could be insured against under a standard fire and extended coverage insurance policy issued on an all-risk basis including loss, damage or injury caused by negligence.

26. Attorney's Fees.

Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any covenant, term or condition of this lease.

27. Lessee's Insurance.

The Lessee shall carry Public Liability and Property Damage Insurance in amounts of not less than \$1,000,000 for combined Bodily Injury and Property Damage Insurance.

Lessee shall furnish the Lessor with a Certificate of such insurance naming the Lessor an additional insured, said Certificate to be submitted to Lessor no later than five (5) days from the commencement date of this lease.

28. Notices.

All notices to be given hereunder by either party shall be in writing and given by personal delivery to Lessor or the Lessee, or shall be sent by United States Certified or Registered Mail addressed to the party intended to be notified at the post office address of such party designated below or at such other address as may be designated by notice hereunder, and notice given as aforesaid shall be a sufficient service thereof and shall be deemed given as of the date when received. Lessee acknowledges that the Lessor may implement Rules & Regulations or make changes to the Rules & Regulations at any time given thirty (30) days written notice to Lessee.

29. Construction.

It is understood that the term Lessor and Lessee, used herein, shall be construed to mean Lessors and Lessees where there is more than one, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women shall in all cases be assumed as though fully expressed.

30. Binding Effect.

The covenants and agreements contained herein are binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

31. Partial Invalidity.

In the event that any of the provisions of this lease shall contravene or be held invalid under the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but it shall be construed as if not containing the particular provision of provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

32. Applicable Law.

The validity, construction and enforcement of this agreement shall be governed by and construed in accordance with the laws of the State of California.

33. Memorandum of Lease.

Upon request of either party hereto, the parties hereto shall execute and acknowledge for recording a Memorandum of Lease. The party requesting the Memorandum of Lease, and recording thereof, shall pay the cost of such preparation and recording.

34. Common Area Maintenance. The common area maintenance associated with the parking areas will be charged for on a direct cost bases and will include landscaping, maintenance of parking areas, and any other improvements deemed necessary at the discretion of the Lessor.

WITNESS the signatures and seals of the above parties the day and year first written.
(signatures)

LESSEE

By: _____

Print Name: _____

Title: _____

LEASOR

By: _____

Print Name: _____

Title: _____

Exhibit A

Proposed Capital Improvement Budget

<u>Use</u>		<u>Amount</u>
Equipment	\$	39,000
Wall Removal	\$	10,000
Restriping	\$	12,000
	\$	<hr/> 61,000



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

June 11, 2014

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

Dear Mayor and Members of the City Council:

DESIGNATION OF VEHICLES AS SURPLUS AND AUTHORIZATION TO SELL VIA AUCTION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Designate the attached list of vehicles as surplus and authorize to sell via auction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City strives to maintain a cost-effective vehicle and equipment fleet. When vehicles and equipment have exceeded the programmed life expectancy and are no longer cost efficient to operate, such that repair costs exceed their salvage value; then the Public Works Department designates such vehicles as surplus and sell via auction.

City staff periodically evaluates the cost-effectiveness of its vehicle fleet to determine if vehicles should be sold and eliminated from the fleet. The City currently has a total of 122 vehicles in its fleet, of which 69 are police vehicles.

However, there are 43 vehicles in the public works fleet for 22 full-time employees. In an effort to reduce maintenance, repair workload, and inventory the Public Works Superintendent evaluated the utilization factor of his fleet and determined that he had a number of excess vehicles.

There are a total of 21 vehicles designated as surplus, 6 public works vehicles have been recently identified as surplus. The remaining cars on the list have been designated as surplus for a number of months and been awaiting authorization for sale.

Attached is the list of vehicles that are no longer dependable or cost-effective for daily use, and are recommended to be designated as surplus and sold through auction.

FISCAL IMPACT/FINANCING

The first step in evaluating our fleet maintenance operations is to assess the utilization of each of our fleet vehicles (i.e., "right size the fleet"). The reduction of our fleet through the sale of these surplus vehicles will provide a clearer picture of the City's vehicle fleet requirements for capital planning purposes, and maintenance requirements for operational budgeting purposes.

The proceeds of the sale will be used to purchase new replacement vehicles.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicles will be sold via auction through either US Auctions or Propertyroom.com, whichever ever provided the most cost-effective solution.

CONCLUSION

Upon City Council approval, staff will process the proper documentation to sell the surplus vehicles and report the result of the auction at the next City Council meeting.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO F. MORALES
Director of Finance

ATTACHMENT:

- A. List of Surplus Vehicles

UNIT	YEAR	DESCRIPTION	LICENSE NO.	IDENTIFICATION	MILEAGE
41	1993	Ford Taurus	372890	1FACP52U9A1134	41,855
70	1998	Chevy Malibu	3WRG021	1G1NE52M5W6144095	56,000
117	2002	Ford Crown Vic.	106541	2FAFP71W62X109199	106,541
121 *	2002	Ford Crown Vic.	1106847	2FAFP71W42X109198	70,000
129 **	2003	GMC Sierra	8A87490	2GTFK694249650	103,306
131 **	1999	Ford Explorer	5CYZ916	1FMDU32P5XZB54089	104,807
136	2004	Chevy Trailblazer	5EZS986	1GNDS13S442105267	117,540
141	2003	Chevy Trailblazer	4YHF639	1GNDS13S332162848	105,693
145	2002	Chevy Tahoe Z71	4TOM552	1GNEK13T02R151664	156,003
149	2000	Chevy Astro Van	1077863	1GNDM19WOYB192207	35,403
156	1994	Ford Ranger	013613	1FTCR10UXRPB98036	66,004
167	1993	Ford Ranger	001403	1FTCR10X2PTA94266	70,321
183	2000	Chevy Silverado	1093826	1GCEC14V3YE400643	93,293
188	2001	Honda Civic Hybrid	1139794	JHMES96693S004815	17,760
336	1986	Ford F-800 Truck	073823	1FDPF82H2GVA08981	34,000
338	1982	GMC 7000 Dump	796210	1GDJ7D1B7CV593026	22,000
779	2003	BMW Motorcycle	10L15	WB10499A03ZE90573	36,751
881	2003	Chevy S-10 Truck	1154408	1GCCS19X238222364	86,000
883	2003	Chevy S-10	1154410	1GCCS19X138222842	86,501
885	2003	Chevy S-10	1173891	1GCCS19X638222688	87,900
139	2004	Chevy Monte Carlo	5FCJ423	1G1WX12KX49398493	62,476



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

June 16, 2014

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

Dear Mayor and Members of the City Council:

APPROVE CHANGES IN WORK FOR THE SALT LAKE PARK ARTIFICIAL TURF SOCCER FIELD PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Find that the requested Changes in Work (Attachment A) have no significant effect on the environment and approve the changes and revisions to the construction contract amount totaling \$66,991. The contract amount with Asphalt, Fabric & Engineering, Inc. (AF&E) increases from \$386,244.11 to \$453,235.11.
2. Approve the increased cost to FieldTurf for the increased area of synthetic turf. The Purchase Order amount with FieldTurf increases from \$321,171 to \$338,449.
3. Approve the Revised Total Project Budget as presented in Attachment B.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 3, 2014, the City Council authorized the City Manager to award a construction contract to the lowest responsive and responsible bidder, within the approved Total Project Budget, for the construction of this project. Sealed bids were received and publically opened on April 1, 2014. Three bids were received ranging from \$386,244.11 to \$539,423.70. The contract was awarded to the low bidder Asphalt, Fabric & Engineering, Inc. (AF&E) in the amount of \$386,244.11, less than the Engineer's Estimate of \$434,329. AF&E commenced construction on May 14, 2014 and is expected to complete the project in less than 90 calendar days.

The purpose of this recommended action is to obtain the City Council's approval for changes in the construction contract and related cost increases to enlarge the surface area of the synthetic turf, in lieu of a decomposed granite surface as originally designed, and upgrade the fencing and gates around the soccer field from chain link fencing to a wrought iron picket style. In addition, the Contractor has encountered interferences with underground utilities that were not properly documented in the record drawings for the

APPROVE CHANGES IN WORK FOR THE SALT LAKE PARK ARTIFICIAL TURF SOCCER FIELD PROJECT

June 16, 2014

Page 2 of 3

park. The additional costs are included in the Revised Total Project Budget presented in Attachment B.

The total construction change order amount to the contract with AF&E included in this request is \$66,991. The descriptions of the changes, estimated cost, and the necessary time extension for the proposed change order(s) to the construction contract are detailed in the Attachment A.

The Revised Total Project Budget is presented in Attachment B. This budget supersedes all previously presented budgets for this project.

FISCAL IMPACT/FINANCING

The City received \$124,000 from the City of Vernon in October 2012, an additional \$500,000 from Vernon in August 2013, and a \$250,000 grant from the County of Los Angeles funded by the L.A. County Safe Neighborhood Parks Proposition of 1996 in October 2013 for a total of \$874,000.

The Total Project Budget has increased from \$874,000 to \$904,000, as presented in Attachment B. Staff is actively seeking a funding source to cover the cost increases. If a funding source is not identified, this amount will be charged to the General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Huntington Park Municipal Code and Section 5 of the Finance Department Policy and Procedure Manual require the City Council to authorize change orders to construction contracts that exceed \$25,000.

CONTRACTING PROCESS

The authorized contract with AF&E and the California Public Contract Code, provides that the contractor be compensated for the work resulting from changes to the original plans and specifications or changed conditions encountered during the course of construction. The costs for these changes were negotiated under the provisions of the contract specifications and/or based on the unit prices included in the contractor's low bid.

**APPROVE CHANGES IN WORK FOR THE SALT LAKE PARK ARTIFICIAL TURF
SOCCER FIELD PROJECT**

June 16, 2014

Page 3 of 3

NEGATIVE DECLARATION / ENVIRONMENTAL IMPACT REPORTS

The changes in work as described above and in the attachment do not change any conditions that resulted in the original environmental findings.

CONCLUSION

Upon City Council approval of the recommended actions, staff will execute the contract change order documents with Asphalt, Fabric, and Engineering, Inc. and with Fieldturf and proceed with the completion of the construction of this project.

Respectfully submitted,



RENÉ BOBADILLA, P.E.
City Manager



JAMES A. ENRIQUEZ, P.E.
Director of Public Works / City Engineer

ATTACHMENT

- A. Change in Work (Authorization)
- B. Revised Total Project Budget

ATTACHMENT A

CHANGE IN WORK (AUTHORIZATION)

June 16, 2014

SALT LAKE PARK ARTIFICIAL TURF SOCCER FIELD PROJECT

Project Description:

The Project includes the construction of an artificial turf soccer field and appurtenances in the Soccer Circle located at Salt Lake Park.

Changes in Work:

(1)	Convert 3,966 SF of decomposed granite surface to synthetic turf (Fieldturf) and increase depth of subdrainage trenches due to unforeseen utility conflicts	<u>\$ 37,629.00</u>
(2)	Removal and disposal of steel forms abandoned in place underground during the original construction of the park. The steel forms interfere with the replacement of the fence.	<u>\$ 5,425.00</u>
(3)	Upgrade fencing from chain link fence to wrought iron	<u>\$ 23,937.00</u>
	Total Changes in Work	\$ 66,991.00

Description of Changes:

(1) The original design was a rectangular synthetic turf field with the annular space within the Soccer Circle consisting of decomposed granite on all four sides of the field. Since the low bid was below the Engineer's Estimate, a portion of the decomposed granite is proposed to be replaced with synthetic turf as a project enhancement. The areas on the east and west ends of the field are proposed to be changed totaling 3,966 square feet. This change Order also includes additional costs for increasing the depth of the subdrain pipes to avoid unforeseen utility conflicts. The Contractor encountered utilities during excavation that were not accurately documented in the record drawings for the park.

(2) During excavation for the replacement of the fence, steel forms were encountered that appear to have been abandoned in place during the construction of the concrete sidewalk surrounding the project site. The steel forms interfere with the construction of the new fence and must be removed and disposed of by the Contractor.

(3) The original bid from AF&E included replacement of the fencing and gates surrounding the Soccer Circle with chain link fencing. The contractor has provided a proposed change order to upgrade the fence and gates with a wrought iron picket style fence and gates.

There is no change in the time of completion as a result of these changes in work and the completion remains at the end of July 2014.

ATTACHMENT "B"

SALT LAKE PARK ARTIFICIAL TURF SOCCER FIELD PROJECT

TOTAL PROJECT BUDGET

As of June 16, 2014

Project Activity	Estimated Cost
Previously Authorized Expenses	
Architectural Design Services	\$ 50,500
FieldTurf Inc. Purchase and Installation awarded 12/3/13	321,171
General Contractor Construction Cost (Asphalt, Fabric & Engineering, Inc.)	386,244
SUBTOTAL	\$ 757,915
Requested Authorization	
FieldTurf Inc. – Change Order No. 1 (Increased area of synthetic Turf)	\$ 17,278
AF&E – Change Order No. 1 (Change D.G. surface to synthetic turf, associated revisions to subdrainage system, and increased depth of subdrains due to utility interferences)	37,629
AF&E – Change Order No. 2 (Removal and disposal of steel forms concrete forms at fence line)	5,425
AF&E – Change Order No. 3 (Fence upgrade to Wrought Iron)	23,937
Reconstruction of point of discharge for subdrain system due to utility interferences	37,000
SUBTOTAL	\$ 121,269
Construction Management & Inspection	24,816
TOTAL PROJECT COST:	\$ 904,000

Funding Category	Estimated Budget
City of Vernon (October 2012 Cooperative Agreement)	\$ 124,000
L.A. County Safe Neighborhood Parks Proposition of 1996 (Grant pending Board of Supervisors approval on 10/15/13)	250,000
City of Vernon (August 2013 Cooperative Agreement)	500,000
City of Huntington Park (General Fund)	30,000
TOTAL:	\$ 904,000



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

June 16, 2014

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

Dear Mayor and Members of the City Council:

MEMORANDUM OF UNDERSTANDING (MOU) WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE (NTD) FOR REPORTING YEAR 2012

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to execute the Memorandum of Understanding and all related documentation in order to qualify for the reimbursement from LACMTA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended MOU is a requirement for participation in the NTD reporting program. As an incentive for collecting and reporting ridership data for the public transit services offered by the City, LACMTA reimburses the City funds into the Proposition A Fund. The data reported by cities is consolidated with LACMTA's data and submitted to the Federal Transportation Administration.

FISCAL IMPACT/FINANCING

The recommended action will have no impact on the General Fund. The collection and reporting of the data is included in the contract with OldTimers Foundation which is funded with Proposition A and Proposition C funds.

The City is reimbursed an average of \$80K to \$100K for each NTD reporting year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended MOU is executed annually and approved as to form by the City Attorney.

MEMORANDUM OF UNDERSTANDING (MOU) WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE (NTD) FOR REPORTING YEAR 2012

June 16, 2014

Page 2 of 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will have no impact on current services or projects because the work will be completed by OldTimers Foundation staff.

CONCLUSION

Upon approval of the recommended action, staff will execute the MOU and coordinate submittal of the NTD data with OldTimers Foundation and LACMTA and submit an invoice for reimbursement.

Respectfully submitted,



RENÉ BOBADILLA, P.E.

City Manager



JAMES A. ENRIQUEZ, P.E.

Director of Public Works / City Engineer

ATTACHMENT

- A. Memorandum of Understanding

ATTACHMENT "A"

Memorandum of Understanding

DATE: June 10, 2014
TO: Voluntary NTD Reporters for FY '12
FROM: Pari Ahmadi, Metro

SUBJECT: FY '14 National Transit Database Memorandum of Understanding (MOU)

Enclosed you will find three copies of the MOU that will allow your city to receive payment from Metro for successfully reporting your transit system's FY '12 National Transit Database (NTD) statistics through Metro's consolidated NTD report.

The MOU has been approved and signed by MTA County Counsel. Please have your Mayor or City Manager sign the last page of each copy, then return all three original copies to me.

Please hand carry, courier, or express mail the MOUs to my attention so they don't get lost. I will then forward the MOUs to our CEO for signature. Once signed by our CEO, I will send you a copy of the executed MOU for your records.

When you get the executed MOU from us, send an official looking invoice directly to our accounts payable department for the dollar amount indicated on the MOU. (Also, please reference the MOU #). Their e-mail address is:

accountspayable@metro.net

Here is some information to use when speaking with your management regarding this MOU.

Overview of National Transit Database Voluntary Reporting Program

There are many cities that operate locally funded fixed route and dial-a-ride public transit services in LA County. Rather than have each city report data directly to the Federal Transit Administration (FTA), the MTA submits a consolidated NTD report to the FTA on behalf of 45+ cities. The data submitted by each of the local operators generates additional Federal Section 5307 capital funds to the region. Once Congress apportions the funds, MTA enters into MOUs with each city to make payment to each city for their share of the revenues generated for the LA County region. The MOU amount is determined as described in Article 3.0 of this MOU.

Each participating city is paid dollar-for-dollar for what their service generates for the LA County region, minus the cost of the audit. (See Attachment A for the breakdown of how much each city generated for FY '12)

Additionally, the MTA substitutes local funds with federal funds. The local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines adopted by the MTA Board, as described in Article 4.3 of this MOU.

Each city is requested to send a confirmation email when MOUs are received in the mail. If you have any questions, please call Pari at 213-922-2864.

Attachment

Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2012 (3 copies)

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2012**

This Memorandum of Understanding (MOU) is entered into as of May 21, 2014 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Huntington Park (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 19, 2013 meeting, LACMTA approved the Fiscal Year FY 2013-14 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2011-12; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for FY 2011-12 and has voluntarily submitted NTD data to the LACMTA for FY 2011-12 which successfully passed independent audit without findings; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2011-12 Report Year (the "Project"); and

WHEREAS, on March 10, 2014, the Federal Transit Administration (FTA) published in the Federal Register the FY 2013-14 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding ("MOU") will be in effect from July 1, 2013, through June 30, 2015 at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2011-12 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics;
 - B. Prepared and submitted the FY 2011-12 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **September 30, 2012**;
 - C. Allowed the LACMTA to assign an independent auditor to review the submitted FY 2011-12 NTD statistics for conformity in all material respects with the accounting requirements of the FTA as set forth in its applicable Uniform System of Accounts.

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2011-12 NTD statistics. LACMTA shall pay the City for submitting the FY 2011-12 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City's motor bus service, LACMTA shall pay an amount equal to the 202,550 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$.4199683 per revenue vehicle mile, plus the 1,193,132 passenger miles reported by the City squared, divided by the \$875,340 operating cost reported by the City, multiplied by the FTA unit value of \$.0093838 less the cost of the \$4,404 in audits paid by LACMTA. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **December 31, 2015**, in the amount of **\$95,922** in order to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOU.PAIHUNPK14 M.S. Pari Ahmadi (99-24-4)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Pari Ahmadi (99-24-4)
- 7.1 City's Address:
Huntington Park
6550 Miles Ave.
Huntington Park, CA 90255
Attn: Annie Ruiz
aruiz@huntingtonpark.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:
City of Huntington Park

Los Angeles County Metropolitan
Transportation Authority

By: _____
Arthur T. Leahy
Chief Executive officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____
Legal Counsel

By: 
Deputy

Date: _____

Date: 6/6/14

ATTACHMENT A
 LADOT's Voluntary NTD Reporting Program for FY'12
 Using FY'14 FTA Formula Programs Apportionment Data Unit Values

Agglomeration	MSDE	Number of Vehicles in Operation	Total Vehicle Miles	Total Vehicle Hours	Total Vehicle Revenue (Revenue Miles/Hours)	Total Vehicle Revenue (Revenue Miles/Hours)	Total Passenger Trips	Total Passenger Miles	Total Operating Costs	Total Farebox Revenues	Net Contract Expenditures	Cost of Audit	Total (Gross Total) Before Tax's Deduction	Tax's Operator Deduction	Total (Gross Total) After Tax's Deduction
Altamira	MB	3	172,069	613,385	16,789	1,612,785	807,725	145,033	762,892	\$ 4,353	\$ 94,813	\$ 4,353	\$ 94,813		\$ 94,813
Altamira	DR	7	146,270	15,607	13,639	47,476	119,840	783,352	\$ 2,222	\$ 48,389	\$ 2,222	\$ 48,389		\$ 48,389	\$ 48,389
Arroyo	DR	2	30,342	15,811	2,272	7,519	181,776	1,172,588	\$ 278	\$ 6,053	\$ 278	\$ 6,053		\$ 6,053	\$ 6,053
Arroyo	DR	6	114,011	8,978	107,545	39,215	142,017	17,487	1,155,062	\$ 1,980	\$ 43,337	\$ 1,980	\$ 43,337		\$ 43,337
Baldwin Park	MB	6	307,882	26,273	284,834	24,784	232,305	808,820	1,087,937	165,624	2,769	220,793	\$ 605	\$ 19,721	\$ 18,526
Baldwin Park	DR	2	55,822	5,360	4,934	18,078	58,937	223,662	318,661	3,419	281,053	\$ 1,449	\$ 31,571		\$ 31,571
Baldwin Park	DR	2	44,782	5,263	4,210	12,734	48,538	241,570	54,597	64,737	479,610	\$ 2,010	\$ 16,836		\$ 16,836
Beil Gardens	MB	3	103,369	9,678	98,784	9,240	182,168	489,587	582,238	32,749	1,128,307	\$ 5,102	\$ 23,397		\$ 23,397
Beil Gardens	DR	3	63,458	7,777	67,825	7,090	46,738	107,614	1,237,045	111,122	1,128,307	\$ 5,102	\$ 23,397		\$ 23,397
Beil Gardens	DR	13	394,193	28,427	287,626	19,974	288,072	702,649	32,647	659,797	\$ 2,696	\$ 8,728		\$ 8,728	\$ 8,728
Calabasas	MB	10	158,125	7,753	139,462	7,083	175,175	499,689	892,444	32,647	659,797	\$ 2,696	\$ 8,728		\$ 8,728
Calabasas	DR	2	20,882	1,973	18,909	2,255	16,533	84,431	2,400	82,031	\$ 417	\$ 9,078		\$ 9,078	\$ 9,078
Carson	DR	8	407,626	31,508	384,110	29,383	33,292	136,037	601,900	70,483	631,417	\$ 2,063	\$ 44,938		\$ 44,938
Carson	DR	3	330,312	23,478	290,278	21,528	208,175	548,155	1,415,914	95,387	1,680,098	\$ 7,237	\$ 157,628		\$ 157,628
Carson	DR	3	66,866	6,166	47,293	5,428	12,572	34,849	295,953	12,385	320,327	\$ 639	\$ 18,468		\$ 18,468
Compton	MB	5	151,654	12,848	136,085	11,670	173,165	453,822	924,188	128,857	795,342	\$ 2,801	\$ 56,642		\$ 56,642
Compton	DR	4	93,115	9,880	88,476	7,518	24,518	85,803	388,867	1,019,945	1,019,945	\$ 17,031	\$ 370,943		\$ 370,943
Cudahy	MB	1	38,500	3,378	34,582	3,230	324,783	160,381	1,000,381	154	1,000,381	\$ 154	\$ 3,356		\$ 3,356
Cudahy	DR	10	11,180	1,247	1,168	86	5,198	81,093	5,777	96	5,681	\$ 22	\$ 473		\$ 473
Downey	MB	8	170,944	15,557	150,151	14,017	231,953	807,938	1,446,682	91,780	1,354,922	\$ 2,873	\$ 62,582		\$ 62,582
Downey	DR	10	107,633	12,207	86,960	7,984	31,872	101,505	873,703	4,588	871,135	\$ 1,562	\$ 34,461		\$ 34,461
Duarte	MB	7	63,932	6,845	62,150	6,791	265,958	696,956	692,729	1,803	692,729	\$ 1,803	\$ 39,277		\$ 39,277
El Monte	DR	6	248,170	24,953	241,062	23,823	771,543	2,022,805	1,249,308	277,898	971,610	\$ 5,753	\$ 126,178		\$ 126,178
El Monte	DR	6	103,657	9,878	91,468	8,660	28,584	111,084	1,003,550	12,892	990,658	\$ 1,691	\$ 36,838		\$ 36,838
Glendale	MB	28	821,432	86,750	772,399	83,592	2,543,532	6,665,954	6,556,847	1,101,945	5,454,902	\$ 17,031	\$ 370,943		\$ 370,943
Glendale	DR	8	108,537	14,667	100,188	11,777	27,611	78,138	780,857	17,268	763,589	\$ 1,850	\$ 40,284		\$ 40,284
Glendale	DR	2	31,681	2,938	30,818	2,990	10,953	26,231	342,440	570	342,440	\$ 570	\$ 12,404		\$ 12,404
Huntington Park	MB	5	205,216	20,355	202,550	19,721	455,294	1,193,132	870,340	160,103	716,237	\$ 4,404	\$ 96,922		\$ 96,922
Huntington Park	DR	6	271,384	31,928	263,955	30,273	67,739	177,527	207,330	16,532	194,773	\$ 748	\$ 18,252		\$ 18,252
LADCPW/Avocado	MB	1	41,569	4,037	37,203	3,705	67,329	307,326	1,243,265	20,438	1,243,265	\$ 20,438	\$ 195,252		\$ 195,252
LADCPW/Avocado	DR	7	115,813	10,772	95,103	6,484	24,586	77,282	461,581	9,755	471,826	\$ 1,777	\$ 30,108		\$ 30,108
LADCPW/Elvert/Vollada	MB	1	28,798	3,813	25,725	3,807	140,196	307,340	188,885	18,721	169,865	\$ 539	\$ 11,738		\$ 11,738
LADCPW/Elvert/Vollada	DR	2	85,155	7,025	78,827	6,608	93,094	243,976	397,026	41,642	354,959	\$ 2,307	\$ 35,508		\$ 35,508
LADCPW/Elvert/Vollada	DR	2	126,322	9,004	108,692	8,230	212,208	556,143	388,282	37,092	351,190	\$ 1,630	\$ 35,508		\$ 35,508
LADCPW/Elvert/Vollada	DR	2	107,417	8,098	86,063	7,424	78,458	205,619	426,801	37,092	426,801	\$ 3,102	\$ 73,676		\$ 73,676
LADCPW/Elvert/Vollada	DR	4	151,435	14,740	141,348	13,408	373,353	793,490	783,502	85,944	707,556	\$ 1,078	\$ 23,693		\$ 23,693
LADCPW/Elvert/Vollada	DR	3	48,601	6,083	43,461	5,814	18,899	213,279	588,689	8,593	580,096	\$ 806	\$ 17,822		\$ 17,822
LADCPW/Elvert/Vollada	DR	2	50,545	6,315	44,664	5,672	25,217	78,750	347,241	20,234	327,007	\$ 831	\$ 18,054		\$ 18,054
LADCPW/Elvert/Vollada	DR	8	253,475	20,991	233,475	18,840	376,495	986,701	1,041,806	54,641	987,165	\$ 4,810	\$ 98,223		\$ 98,223
LADCPW/Elvert/Vollada	DR	16	622,497	54,033	584,803	52,427	1,531,627	4,013,745	3,998,108	580,850	3,412,296	\$ 12,663	\$ 275,809		\$ 275,809
LADCPW/Elvert/Vollada	DR	5	125,703	10,957	102,809	9,608	97,377	116,081	473,941	41,584	332,357	\$ 1,909	\$ 41,584		\$ 41,584
LADCPW/Elvert/Vollada	DR	3	123,999	10,013	118,379	9,494	19,804	314,285	696,741	30,448	566,297	\$ 2,250	\$ 49,018		\$ 49,018
LADCPW/Elvert/Vollada	DR	3	66,467	7,078	58,561	5,146	11,402	42,187	381,193	5,985	375,998	\$ 1,081	\$ 23,554		\$ 23,554
LADCPW/Elvert/Vollada	DR	2	87,884	7,123	79,981	6,519	189,575	498,828	302,009	201	302,009	\$ 201	\$ 4,548		\$ 4,548
LADCPW/Elvert/Vollada	DR	6	47,653	6,262	42,190	4,764	12,841	33,995	339,171	68,613	322,879	\$ 3,198	\$ 68,613		\$ 68,613
LADCPW/Elvert/Vollada	DR	5	178,824	12,404	166,469	11,649	104,402	273,811	506,171	16,987	489,184	\$ 3,161	\$ 68,669		\$ 68,669
LADCPW/Elvert/Vollada	DR	4	100,175	9,841	91,148	7,524	23,104	342,298	9,441	332,755	\$ 1,827	\$ 36,874		\$ 36,874	
LADCPW/Elvert/Vollada	DR	5	95,446	12,669	82,223	11,178	59,066	152,178	884,294	2,703	881,591	\$ 1,827	\$ 33,250		\$ 33,250
LADCPW/Elvert/Vollada	DR	297	7,495,216	668,387	7,092,783	648,173	12,379,720	32,813,817	43,875,663	4,177,216	40,698,451	\$ 147,020	\$ 3,077,770		\$ 3,077,770
LADOT COMMUNITY DASH	MB	149	4,484,464	438,140	4,004,533	382,626	17,196,848	27,412,505	36,826,760	6,277,222	30,549,438	\$ 70,401	\$ 1,833,903		\$ 1,833,903
LADOT COMMUNITY DASH	DR	68	589,382	79,218	513,571	60,701	128,300	626,337	3,854,282	59,955	3,794,327	\$ 59,955	\$ 91,137		\$ 91,137
LADOT COMMUNITY DASH	DR	215	5,073,846	517,358	4,518,104	443,371	17,325,148	28,038,862	40,681,042	6,330,307	34,350,745	\$ 78,538	\$ 2,012,468		\$ 2,012,468
Total NTD \$165 Funds									295,538	5,214,342	(418,860)		4,795,382		4,795,382

FY14 Revenue Mile Ratio
 0.4159883
 FY14 Passenger Mile Ratio
 0.0269388



CITY OF HUNTINGTON PARK

City Attorney
City Council Agenda Report

June 16, 2014

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

Dear Mayor and Members of the City Council:

EMPLOYMENT AGREEMENT FOR THE POSITION OF INTERIM CITY MANAGER BETWEEN THE CITY OF HUNTINGTON PARK AND JULIO MORALES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Employment Agreement with Julio Morales to serve as Interim City Manager.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Rene Bobadilla, City Manager, provided notice that he has accepted the position of City Manager for the City of Pico Rivera; and, has provided notice that his last day of employment will be June 26, 2014.

The City of Huntington Park ("City") will require the services of an interim City Manager as it seeks a full-time replacement. Currently, Mr. Morales serves as Finance Director and Treasurer for the City. He has expressed a willingness to serve as the City Manager on an interim basis, but will not apply as a candidate for the permanent position. Mr. Morales has worked closely with Mr. Bobadilla and has intimate and in-depth knowledge on a number of City matters. As such, Mr. Morales will provide the management continuity during this transition period.

Mr. Morales' base salary in the proposed new City Manager Employment Agreement will remain the same as in the current Agreement - \$196,392.

The Agreement between the City and Mr. Morales will makes the following changes from the current City Manager Employment Agreement:

1. The new Agreement will commence on June 27, 2014, and have a maximum term of 1 year, expiring June 27, 2015. (Section 1.2)
2. The City will continue to provide Mr. Morales with a cell phone, as opposed to a \$150 monthly stipend. (Section 2.6)

**EMPLOYMENT AGREEMENT FOR THE POSITION OF INTERIM CITY MANAGER
BETWEEN THE CITY OF HUNTINGTON PARK AND JULIO MORALES**

June 16, 2014

Page 2 of 2

3. Mr. Morales has 304 accrued vacation hours, the maximum allowed under his contract. Mr. Morales shall be allowed to cash out up 120 hours of vacation hours on or before June 30, 2014. The maximum of accrued vacation hours shall be 304 hours.
4. Mr. Morales will receive a 12 month severance payment, similar to the original 2012 City Manager Agreement, that continuously is reduced in accord with the remaining term of the contract (*ie.*, if the contract has 6 months remaining, the severance is 6 months).

FISCAL IMPACT/FINANCING

Mr. Morales has accrued the maximum of 304 vacation hours under his current contract. In order to ensure management continuity (*i.e.*, allow Mr. Morales to continue to accrue vacation hours and maximize the number of days working for the City), the contract allows Mr. Morales to sell back 120 accrued vacation hours. The expected financial impact shall not exceed \$11,500. This provision has been included in order to maximize the number of hours that Mr. Morales will serve as the Interim City Manager.

Mr. Morales's base salary and basic benefits remain the same as the current City Manager's contract.

CONCLUSION

Upon approval by City Council, the Mayor shall execute the Agreement on behalf of the City to continue with the services of Julio Morales as Interim City Manager.

Respectfully submitted,



TODD LITFIN
Interim City Attorney

ATTACHMENTS:

- A. Proposed Interim Employment Agreement
- B. Redline Version of Interim Employment Agreement Compared To 2014 Employment Agreement Showing Proposed Changes

ATTACHMENT "A"

2014
EMPLOYMENT AGREEMENT
(For the Position of Interim Interim City Manager)

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 27th day of June 2014, by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and JULIO F. MORALES MORALES ("MORALESMORALES"), an individual. For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both CITY and MORALES. The capitalized term "Party" may refer to either CITY or MORALES interchangeably and reasonably appropriate.

RECITALS

THIS AGREEMENT is made and entered into in consideration of the following:

WHEREAS, CITY and MORALES previously entered into a Employment Agreement pertaining to MORALES' employment with the CITY as Finance Director; and

Interim City Manager Interim City Manager

WHEREAS, the City Council finds that MORALES possesses the education, training, experience and expertise necessary to perform the duties of Interim Interim City Manager; and

WHEREAS, the Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code section 53260, et seq.; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, CITY and MORALES agree as follows:

SECTION 1. POSITION, DUTIES AND TERM.

1.1 POSITION. MORALES accepts employment with CITY as its Interim City Manager and shall perform all functions, duties and services set forth in Section 1.4 (Duties) of this Agreement, below.

1.2 EFFECTIVE DATE OF AGREEMENT/TERM. The effective date of this Agreement shall be June 27, 2014 (hereinafter, the "Effective Date"). This Agreement shall have a term of one (1) years commencing from the Effective Date (hereinafter referred to by the capitalized word "Term"). Upon the expiration of the Term, this Agreement shall continue on a month-to-month basis, subject to all of the terms and conditions set forth in this Agreement, until such time as CITY either executes a new agreement with MORALES or CITY terminates MORALES's employment with CITY.

1.3 EMPLOYMENT WITH CITY "AT-WILL."

A. MORALES's employment status with CITY shall be at-will and MORALES shall serve at the pleasure of the City Council as provided under Government Code Section 36506. MORALES acknowledges, understands and agrees that MORALES may not avail himself of any procedures, provisions or protections set forth under CITY's Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate MORALES's status as an "at-will" employee of CITY or the ability of the City Council to terminate MORALES's employment at any time for cause or for convenience. For purposes of this Agreement, the capitalized term "Employment Policies" means and

refers to any ordinance, resolution, regulation, rule or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time (including but not limited to Title II, Chapter 3 (Administration – Officers and Employees) of the Huntington Park Municipal Code and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY). CITY's Employment Policies shall not apply to MORALES in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) MORALES's status as an "at-will" employee of CITY.

- B. Except as otherwise provided under Section 6 (Termination) of this Agreement, MORALES shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate MORALES's employment whether for cause or for convenience.
- C. Nothing in this Agreement shall confer upon MORALES any right to any property interest in continued employment with CITY.

1.4 DUTIES. MORALES shall serve as the Interim City Manager and shall be vested with the powers, duties and responsibilities of the City Manager as set forth in the Huntington Park Municipal Code, as the same may be amended or modified from time-to-time by the City Council, the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time. MORALES's performance of his duties shall be subject to the direction of the City Council. It is the intent of the Parties that the Interim City Manager shall use all reasonable efforts to keep the City Council fully informed of all significant operations or major undertakings of CITY. MORALES shall provide the City Council with regular status reports on the operations and activities of CITY. The Interim City Manager shall function as the chief executive officer of CITY. MORALES shall perform such duties as are customary and appropriate to the position of City Manager as well as such special duties as may be assigned to Interim City Manager from time to time by the City Council. Notwithstanding MORALES's duties as Interim City Manager, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of CITY in a manner consistent with CITY's Employment Policies and the laws of the State of California.

1.5 WORK HOURS. The position of Interim City Manager is an exempt position under state and federal wage and hour laws. MORALES's compensation (whether salary or benefits or other allowances) is not based on hours worked and MORALES shall not be entitled to any compensation for overtime. MORALES is expected to engage in those hours of work that are necessary to fulfill the obligations of the Interim City Manager's position. The Interim City Manager does not have set hours of work as the Interim City Manager is expected to be available at all times.

1.6 REGIONAL AND PROFESSIONAL ACTIVITIES. The City Council desires that MORALES be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing MORALES with opportunities for the type of professional development that will enhance his ability to serve CITY and perform his duties as Interim City Manager. Toward this end, MORALES may, upon reasonable notice and approval by the City Council, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of MORALES's duties as Interim City Manager. These activities may include, without limitation, participation in the California Contract Cities Association, California League of Cities, Independent Cities Association, California City Management Foundation, Government Finance Officers Association, or other similar national, statewide, regional or professional organizations provided that such activities do not in any way interfere with or adversely affect MORALES's performance as Interim City Manager. CITY agrees to budget and, consistent

with that budget, pay for the dues and subscriptions of the Interim City Manager necessary for his participation in national, statewide, regional or professional organizations.

1.7 NON-CITY ACTIVITIES. In accordance with Government Code Section 1126, during the period of his employment, MORALES shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 (Regional and Professional Activity), whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of MORALES's duties as Interim City Manager.

1.8 REIMBURSEMENT. CITY shall reimburse MORALES for reasonable and necessary travel, subsistence and other business expenses incurred by MORALES in the performance of his duties or in connection with MORALES's participation in those authorized activities referenced under Section 1.6, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California or any CITY-adopted reimbursement policies.

1.9 RESIDENCE. MORALES shall not be required to reside within the territorial boundaries of CITY. The foregoing notwithstanding, MORALES shall maintain a permanent residence within a reasonable distance to CITY so as to permit MORALES travel to CITY within sixty (60) minutes in the event of CITY emergencies.

SECTION 2. COMPENSATION.

2.1 BASE SALARY. MORALES shall receive a base annual salary of One Hundred Ninety-Six Thousand Three Hundred and Ninety-Two Dollars (\$196,392.00) per year (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established herein, may be adjusted from time to time by the City Council as provided under Section 2.2 (Performance Review) of this Agreement, below.

2.2 PERFORMANCE REVIEW. By February 1, 2015, the City Council will undertake a job performance review of MORALES. In conducting the review the parties may use the services of an experienced professional outside facilitator mutually agreed upon by the Parties. The performance review shall serve the following purposes and objectives: (i) to evaluate MORALES's overall job performance; (ii) to identify areas of notable progress and/or accomplishment and identify ways sustaining and/or improving upon such progress and/or accomplishments; (iii) to identify areas requiring improvement and how such improvement might be accomplished; (iv) to measure MORALES's success in meeting, achieving and/or exceeding City Council defined, goals, objectives, priorities, activities and programs over the preceding calendar year or since the last performance review; (v) to establish goals, objectives, priorities for the upcoming year; and (vi) to determine, what if any, adjustments or enhancement should be considered and approved to MORALES's compensation terms. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 6 (Termination).

2.3 BENEFITS. In addition to Base Salary, CITY shall also provide MORALES with the following benefits:

A. Medical Insurance, Dental Care and Vision Care.

- i. Medical Insurance: CITY shall contribute the prevailing rate provided to its management staff (Non-Represented Employees) towards the cost of CalPERS Medical (Kaiser – Los Angeles Region) insurance for MORALES and his eligible dependents. If MORALES chooses a medical plan that does not utilize the full amount of the prevailing rate provided by CITY for medical benefits, CITY shall be under no obligation to pay MORALES the difference between the plan chosen and the prevailing rate. If MORALES can provide to the Human Resources Department proof of insurance elsewhere (e.g., through a spouse), MORALES may choose to forego medical insurance coverage through CITY and may instead receive, on a monthly basis, an amount equal to Fifty percent (50%) of the prevailing rate referenced above under Section 2.3 A (i).
- ii. Dental Insurance: CITY shall contribute the prevailing rate provided to its management staff (Non-Represented Employees) towards a dental insurance policy for MORALES and his eligible dependents. If MORALES provides the Human Resources Department with proof of dental insurance from another source (e.g., through a spouse), MORALES may choose to forego dental insurance coverage through CITY. If MORALES chooses to forego his allotment of dental benefits, CITY shall be under no obligation to pay MORALES any cash sum in lieu of such benefits.
- iii. Vision Care: CITY, on a monthly basis, shall contribute the prevailing rate for the Vision Services Plan for MORALES and his eligible dependents. If MORALES chooses to forego his allotment of vision benefits, CITY shall be under no obligation to pay MORALES any cash sum in lieu of such benefits.

B. Term Life Insurance. CITY agrees that during the period of employment it will provide MORALES with, and pay the annual premiums for, a term life insurance policy in an amount equal to One Hundred Thousand Dollars and No Cents (\$100,000.00). MORALES shall nominate the beneficiary under such term life insurance policy.

2.4 USE OF CITY-OWNED AUTOMOBILE. In-lieu of an automobile allowance or reimbursement for use of a personal auto, MORALES shall also be given exclusive use of a CITY-owned or leased automobile subject to the following restrictions on use: (i) the automobile shall be used primarily for the purpose of commuting to and from work and for the performance of CITY business; (ii) MORALES will not allow the automobile to be driven by any third party, except by CITY personnel in the performance of CITY business or in the course of routine vehicle maintenance or repair; (iii) the automobile may not be used for, or in the furtherance of, any unlawful purpose or act or for private commercial gain; (iv) to the fullest extent permitted by law, MORALES waives and releases CITY from any workers compensation claim which MORALES may otherwise assert to the extent any injuries suffered by MORALES while driving the automobile were sustained while MORALES was using the vehicle for a non-CITY-related purpose (including, but not limited to, personal travel or entertainment or travel in connection with household errands or travel to and from work). MORALES may not use the vehicle for travel to locations outside of the State of California, without the prior approval of the City Council. CITY shall be responsible for paying: (i) all premiums for legally required automobile insurance; and (ii) all vehicle maintenance and repair. In accordance with CITY reimbursement policies, MORALES may claim reimbursement for gasoline expenses to the extent such expenses are incurred in the performance of CITY business.

2.5 JURY DUTY. MORALES will also receive Base Salary and benefits while responding to a jury summons or serving on a jury, up to a maximum of fourteen (14) business days. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.6 BUSINESS RELATED EQUIPMENT. MORALES will receive CITY issued cell phone to be used for telecommunications/technology that is used in part for the performance of CITY-related business.

2.7 INCREASES CONSISTENT WITH OTHER CITY EMPLOYEES. MORALES shall automatically be entitled to receive, at a minimum, the same benefits, and level of benefits, whether new or amended, as any benefit provided a CITY employee pursuant to agreement between the CITY and an employee union. However, the CITY maintains the right, through specific contract provisions, to give higher or additional benefits to MORALES as it may deem appropriate.

SECTION 3. ILLNESS OR INJURY; DISABILITY AND DEATH.

3.1 CESSATION OF WORK DUE TO NON-PERMANENT ILLNESS OR INJURY. In addition to any right of termination set forth under Section 1.3 (Employment With City "At-Will"), above, CITY reserves also the right to terminate MORALES's employment along with this Agreement if MORALES ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment & Housing Act; and (iii) where the cessation of work continues beyond the longer of the following: a period of four successive weeks beyond MORALES's accrued sick leave; or a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

3.2 DISABILITY. In addition to any right of termination set forth under Section 1.3, above, CITY reserves the right to terminate MORALES's employment along with this Agreement in the event MORALES becomes physically or mentally unable to perform the Interim City Manager's functions and duties with reasonable accommodations and it reasonably appears that such incapacity will last for more than four (4) months. The foregoing notwithstanding, CITY may terminate MORALES if the disability poses a direct threat to CITY, MORALES or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if MORALES is terminated under this Section of this Agreement.

3.3 ILLNESS, INJURY OR DISABILITY ARISING OUT OF THE COURSE OF EMPLOYMENT. In the event MORALES suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate MORALES solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and the California Fair Employment and Housing Act. Further, MORALES's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

3.4 MEDICAL EXAMINATION. MORALES agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event a decision must be made under Sections 3.1 through 3.3. CITY and MORALES shall receive a copy of all medical reports related to the examination.

3.5 DEATH OF EMPLOYEE. This Agreement along with MORALES's employment shall terminate automatically upon MORALES's death.

3.6 COMPENSATION UPON TERMINATION. Except as otherwise provided under this Agreement, if MORALES' employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay MORALES all Base Salary, benefits, and all accrued hours due and owing him through the last day actually worked. If termination is caused by MORALES' death, CITY shall provide the

compensation and benefits otherwise due MORALES to MORALES' executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if MORALES is terminated under the provisions of Section 3.1 through 3.5, above.

SECTION 4. VACATION AND OTHER LEAVE

4.1 VACATION LEAVE. MORALES shall be allowed to sell back up to 120 hours of accrued and existing vacation hours on or before June 30th of each year. In addition to any accrued and unused vacation leave existing at the time of this Agreement, MORALES is eligible to accrue additional vacation leave at a rate of 12.66 hours per month of service. The foregoing notwithstanding, the maximum amount of vacation leave that MORALES may accrue at any given time shall be capped at Three Hundred and Four (304) hours total. If MORALES's accrued but unused vacation leave reaches 304 hours total, MORALES will stop accruing additional vacation leave unless and until the accrued vacation leave falls below 304 hours. Unused vacation leave (accrued or otherwise) shall not be redeemable for any valuable consideration.

4.2 HOLIDAYS. MORALES shall receive paid holidays in accordance with CITY's current practices as such practices may be amended or modified from time to time by CITY by action of the City Council. Paid holidays will be those approved by CITY by action of the City Council.

4.3 ADMINISTRATIVE/PERSONAL LEAVE. MORALES shall be allocated a maximum of Fifty (50) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that MORALES may accrue at any given time may not exceed fifty (50) hours total. Accrued but unused administrative/personal leave may not be rolled-over to the next CITY fiscal year and may not be sold back to CITY.

4.4 SICK LEAVE. MORALES shall accrue sick leave at a rate of eight (8) hours per month, subject to a maximum total accrual of Ninety-Six (96) hours per CITY fiscal year or prorated portion thereof. Sick leave shall be used by MORALES only in cases of actual sickness or disability of MORALES or a member of MORALES's immediate family, including MORALES's dependents. MORALES shall be paid for the amount of unused accumulated sick leave remaining, up to but not to exceed forty-eight (48) hours, or fifty percent (50%) of the total accrual of 96 hours at the end of each fiscal year, June 30th, and at the time of separation of employment except where separation occurs pursuant to Section 6.2 (Termination by Employee), below.

SECTION 5. RETIREMENT.

5.1 CITY shall provide retirement insurance in accordance with its contract with the California Public Employees' Retirement System, presently 2% at 55.

5.2 MORALES shall be enrolled in the PARS Stack Plan, presently 0.5% at 55, for continuous City of Huntington Park service when retired from CITY at age 55 or older, subject to MORALES completing a minimum of five (5) years of full-time service with CITY. The foregoing notwithstanding, over the course of each City fiscal year, MORALES shall be required to contribute toward MORALES's PARS benefit a sum equal to 1.5% of MORALES's Base Salary as defined herein.

SECTION 6. TERMINATION.

6.1 TERMINATION BY CITY FOR CONVENIENCE.

- A. Except as otherwise provided under Subsection (B) of this Section below, CITY may terminate MORALES at any time for convenience and without cause, by providing MORALES thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place MORALES on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss MORALES notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment" shall be an amount equal to six (6) months base salary, less any and all applicable or legally required deductions. MORALES shall also receive all applicable accrued vacation and/or sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums shall be deducted from the "severance payment."
- B. Prior to November 1, 2014 or within ninety (90) calendar days of the swearing-in of a newly elected or appointed City Councilmember or Mayor, the City Council may not act to terminate MORALES for convenience as authorized under Subsection (A) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (B), shall preclude the City Council from terminating MORALES's employment for cause at any time as provided elsewhere under Section 6 of this Agreement.

6.2 TERMINATION BY EMPLOYEE. MORALES may terminate his employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make MORALES's termination effective upon any date preceding the 30-day notice period, provided CITY pays MORALES all compensation due and owing him through the last day actually worked, plus an amount equal to the Base Salary MORALES would have earned through the balance of the thirty (30) day notice period, as well as all accrued vacation, sick, COLA, holiday, and administrative leave hours accrued to date. MORALES shall not receive a "severance payment" in the event he terminates his employment with CITY pursuant to this Section 6.2.

6.3 TERMINATION FOR CAUSE BY CITY. CITY may immediately terminate MORALES'S employment with CITY and this Agreement at any time by providing MORALES written notice of his termination for cause. No "severance payment" shall be paid in the event MORALES's employment is terminated for cause, except that CITY shall pay MORALES for his accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following: (i) theft or attempted theft; (ii) material dishonesty; (iii) willful or persistent material breach of duties; (iv) engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or on CITY time; (v) conviction of either a felony, a criminal offense involving moral turpitude, or a felony or misdemeanor under the Political Reform Act or Government Code section 1090; (vi) engaging in conduct tending to bring embarrassment or disrepute to CITY; and/or (vii) unauthorized absences. MORALES expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under CITY's Employment Policies. MORALES also expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under the laws of the State of California or federal law, except to the extent that the contractual waiver contemplated herein is prohibited by applicable law.

6.4 TERMINATION OBLIGATION. MORALES agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment are the property of CITY and shall be returned promptly to CITY upon termination of MORALES's employment.

MORALES's obligations under this subsection shall survive the termination of his employment and the expiration or early termination of this Agreement.

6.5 BENEFITS UPON TERMINATION. All benefits to which MORALES is entitled under this Agreement shall cease upon MORALES's termination in accordance with this Section 6 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to MORALES, or unless otherwise required by law.

SECTION 7. PROPRIETARY INFORMATION.

7.1 DEFINITION. "Proprietary Information" means all information and any idea pertaining in any manner to the business of CITY and its respective officials, officers, employees, clients, consultants, or business associates, which was produced by any employee or agent of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, MORALES shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, MORALES shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. MORALES's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

SECTION 8. CONFLICT OF INTEREST.

8.1 MORALES shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. MORALES shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the City's Municipal Code, and any other conflict of interest regulations applicable to MORALES's employment with the City. For and during the Term of this Agreement and any extension term, MORALES further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, MORALES will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Council.

SECTION 9. GENERAL PROVISIONS.

9.1 NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in MORALES's personnel file. MORALES agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255
Attn: Mayor and City Council

Interim City Manager's Address: [Deliver to last updated address in personnel file]

9.2 INDEMNIFICATION. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq.) CITY will indemnify, defend, and hold MORALES harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension term. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, the City shall have no duty to indemnify, defend, or hold MORALES harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by him.

9.3 BONDING. CITY shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any laws or ordinance.

9.4 ENTIRE AGREEMENT. This Agreement is intended to be the final, complete, and exclusive statement of the terms of MORALES's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of MORALES, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to MORALES and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

9.5 AMENDMENTS. This Agreement may not be amended except in a written document signed by MORALES, approved by the City Council and signed by CITY's Mayor or designee.

9.6 WAIVER. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

9.7 ASSIGNMENT. MORALES shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to MORALES, assign its rights and obligations hereunder.

9.8 SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

9.9 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in Los Angeles County, California.

9.10 INTERPRETATION. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an

instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

9.11 ACKNOWLEDGMENT. MORALES acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and MORALES has signed and executed this Agreement, as of the date first indicated above.

CITY OF HUNTINGTON PARK

RENÉ MORALES

By: _____
Rosa Perez, Mayor

By: _____
JULIO F. MORALES

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
Rocio Martinez, City Clerk

ATTACHMENT "B"

2014
EMPLOYMENT AGREEMENT
(For the Position of Interim Interim City Manager)

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 27th day of June, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and JULIO F. MORALES MORALES ("MORALES/MORALES"), an individual. For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both CITY and MORALES. The capitalized term "Party" may refer to either CITY or MORALES interchangeably and reasonably appropriate.

RECITALS

THIS AGREEMENT is made and entered into in consideration of the following:

WHEREAS, CITY and MORALES previously entered into a Employment Agreement pertaining to MORALES' employment with the CITY as Finance Director; and

Interim City Manager/Interim City Manager

WHEREAS, the City Council finds that MORALES possesses the education, training, experience and expertise necessary to perform the duties of Interim Interim City Manager; and

WHEREAS, the Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code section 53260, et seq.; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, CITY and MORALES agree as follows:

SECTION 1. POSITION, DUTIES AND TERM.

1.1 POSITION. MORALES accepts employment with CITY as its Interim City Manager and shall perform all functions, duties and services set forth in Section 1.4 (Duties) of this Agreement, below.

1.2 EFFECTIVE DATE OF AGREEMENT/TERM. The effective date of this Agreement shall be June 27, 2014 (hereinafter, the "Effective Date"). This Agreement shall have a term of one (1) years commencing from the Effective Date (hereinafter referred to by the capitalized word "Term"). Upon the expiration of the Term, this Agreement shall continue on a month-to-month basis, subject to all of the terms and conditions set forth in this Agreement, until such time as CITY either executes a new agreement with MORALES or CITY terminates MORALES's employment with CITY.

1.3 EMPLOYMENT WITH CITY "AT-WILL."

A. MORALES's employment status with CITY shall be at-will and MORALES shall serve at the pleasure of the City Council as provided under Government Code Section 36506. MORALES acknowledges, understands and agrees that MORALES may not avail himself of any procedures, provisions or protections set forth under CITY's Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate MORALES's status as an "at-will" employee of CITY or the ability of the City Council to terminate MORALES's employment at any time for cause or for convenience. For purposes of this Agreement, the capitalized term "Employment Policies" means and

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Deleted: WHEREAS, this Agreement supersedes and replaces in its entirety the 2012 Employment Agreement; and¶

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refers to any ordinance, resolution, regulation, rule or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time (including but not limited to Title II, Chapter 3 (Administration – Officers and Employees) of the Huntington Park Municipal Code and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY). CITY's Employment Policies shall not apply to MORALES in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) MORALES's status as an "at-will" employee of CITY.

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B. Except as otherwise provided under Section 6 (Termination) of this Agreement, MORALES shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate MORALES's employment whether for cause or for convenience.

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C. Nothing in this Agreement shall confer upon MORALES any right to any property interest in continued employment with CITY.

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1.4 DUTIES. MORALES shall serve as the Interim City Manager and shall be vested with the powers, duties and responsibilities of the City Manager as set forth in the Huntington Park Municipal Code, as the same may be amended or modified from time-to-time by the City Council, the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time. MORALES's performance of his duties shall be subject to the direction of the City Council. It is the intent of the Parties that the Interim City Manager shall use all reasonable efforts to keep the City Council fully informed of all significant operations or major undertakings of CITY. MORALES shall provide the City Council with regular status reports on the operations and activities of CITY. The Interim City Manager shall function as the chief executive officer of CITY. MORALES shall perform such duties as are customary and appropriate to the position of City Manager as well as such special duties as may be assigned to Interim City Manager from time to time by the City Council. Notwithstanding MORALES's duties as Interim City Manager, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of CITY in a manner consistent with CITY's Employment Policies and the laws of the State of California.

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1.5 WORK HOURS. The position of Interim City Manager is an exempt position under state and federal wage and hour laws. MORALES's compensation (whether salary or benefits or other allowances) is not based on hours worked and MORALES shall not be entitled to any compensation for overtime. MORALES is expected to engage in those hours of work that are necessary to fulfill the obligations of the Interim City Manager's position. The Interim City Manager does not have set hours of work as the Interim City Manager is expected to be available at all times.

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1.6 REGIONAL AND PROFESSIONAL ACTIVITIES. The City Council desires that MORALES be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing MORALES with opportunities for the type of professional development that will enhance his ability to serve CITY and perform his duties as Interim City Manager. Toward this end, MORALES may, upon reasonable notice and approval by the City Council, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of MORALES's duties as Interim City Manager. These activities may include, without limitation, participation in the California Contract Cities Association, California League of Cities, Independent Cities Association, California City Management Foundation, Government Finance Officers Association, or other similar national, statewide, regional or professional organizations provided that such activities do not in any way interfere with or adversely affect MORALES's performance as Interim City Manager. CITY agrees to budget and, consistent

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with that budget, pay for the dues and subscriptions of the Interim City Manager necessary for his participation in national, statewide, regional or professional organizations.

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1.7 NON-CITY ACTIVITIES. In accordance with Government Code Section 1126, during the period of his employment, MORALES shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 (Regional and Professional Activity), whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of MORALES's duties as Interim City Manager.

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1.8 REIMBURSEMENT. CITY shall reimburse MORALES for reasonable and necessary travel, subsistence and other business expenses incurred by MORALES in the performance of his duties or in connection with MORALES's participation in those authorized activities referenced under Section 1.6, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California or any CITY-adopted reimbursement policies.

1.9 RESIDENCE. MORALES shall not be required to reside within the territorial boundaries of CITY. The foregoing notwithstanding, MORALES shall maintain a permanent residence within a reasonable distance to CITY so as to permit MORALES travel to CITY within sixty (60) minutes in the event of CITY emergencies.

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SECTION 2. COMPENSATION.

2.1 BASE SALARY. MORALES shall receive a base annual salary of One Hundred Ninety-Six Thousand Three Hundred and Ninety-Two Dollars (\$196,392.00) per year (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established herein, may be adjusted from time to time by the City Council as provided under Section 2.2 (Performance Review) of this Agreement, below.

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2.2 PERFORMANCE REVIEW. By February 1, 2015, the City Council will undertake a job performance review of MORALES. In conducting the review the parties may use the services of an experienced professional outside facilitator mutually agreed upon by the Parties. The performance review shall serve the following purposes and objectives: (i) to evaluate MORALES's overall job performance; (ii) to identify areas of notable progress and/or accomplishment and identify ways sustaining and/or improving upon such progress and/or accomplishments; (iii) to identify areas requiring improvement and how such improvement might be accomplished; (iv) to measure MORALES's success in meeting, achieving and/or exceeding City Council defined, goals, objectives, priorities, activities and programs over the preceding calendar year or since the last performance review; (v) to establish goals, objectives, priorities for the upcoming year; and (vi) to determine, what if any, adjustments or enhancement should be considered and approved to MORALES's compensation terms. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 6 (Termination).

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2.3 BENEFITS. In addition to Base Salary, CITY shall also provide MORALES with the following benefits:

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A. Medical Insurance, Dental Care and Vision Care.

i. **Medical Insurance:** CITY shall contribute the prevailing rate provided to its management staff (Non-Represented Employees) towards the cost of CalPERS Medical (Kaiser – Los Angeles Region) insurance for MORALES and his eligible dependents. If MORALES chooses a medical plan that does not utilize the full amount of the prevailing rate provided by CITY for medical benefits, CITY shall be under no obligation to pay MORALES the difference between the plan chosen and the prevailing rate. If MORALES can provide to the Human Resources Department proof of insurance elsewhere (e.g., through a spouse), MORALES may choose to forego medical insurance coverage through CITY and may instead receive, on a monthly basis, an amount equal to Fifty percent (50%) of the prevailing rate referenced above under Section 2.3 A (i).

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ii. **Dental Insurance:** CITY shall contribute the prevailing rate provided to its management staff (Non-Represented Employees) towards a dental insurance policy for MORALES and his eligible dependents. If MORALES provides the Human Resources Department with proof of dental insurance from another source (e.g., through a spouse), MORALES may choose to forego dental insurance coverage through CITY. If MORALES chooses to forego his allotment of dental benefits, CITY shall be under no obligation to pay MORALES any cash sum in lieu of such benefits.

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iii. **Vision Care:** CITY, on a monthly basis, shall contribute the prevailing rate for the Vision Services Plan for MORALES and his eligible dependents. If MORALES chooses to forego his allotment of vision benefits, CITY shall be under no obligation to pay MORALES any cash sum in lieu of such benefits.

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B. **Term Life Insurance.** CITY agrees that during the period of employment it will provide MORALES with, and pay the annual premiums for, a term life insurance policy in an amount equal to One Hundred Thousand Dollars and No Cents (\$100,000.00). MORALES shall nominate the beneficiary under such term life insurance policy.

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2.4 USE OF CITY-OWNED AUTOMOBILE. In-lieu of an automobile allowance or reimbursement for use of a personal auto, MORALES shall also be given exclusive use of a CITY-owned or leased automobile subject to the following restrictions on use: (i) the automobile shall be used primarily for the purpose of commuting to and from work and for the performance of CITY business; (ii) MORALES will not allow the automobile to be driven by any third party, except by CITY personnel in the performance of CITY business or in the course of routine vehicle maintenance or repair; (iii) the automobile may not be used for, or in the furtherance of, any unlawful purpose or act or for private commercial gain; (iv) to the fullest extent permitted by law, MORALES waives and releases CITY from any workers compensation claim which MORALES may otherwise assert to the extent any injuries suffered by MORALES while driving the automobile were sustained while MORALES was using the vehicle for a non-CITY-related purpose (including, but not limited to, personal travel or entertainment or travel in connection with household errands or travel to and from work). MORALES may not use the vehicle for travel to locations outside of the State of California, without the prior approval of the City Council. CITY shall be responsible for paying: (i) all premiums for legally required automobile insurance; and (ii) all vehicle maintenance and repair. In accordance with CITY reimbursement policies, MORALES may claim reimbursement for gasoline expenses to the extent such expenses are incurred in the performance of CITY business.

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2.5 JURY DUTY. MORALES will also receive Base Salary and benefits while responding to a jury summons or serving on a jury, up to a maximum of fourteen (14) business days. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

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2.6 BUSINESS RELATED EQUIPMENT. MORALES will receive CITY issued cell phone to be used for telecommunications/technology that is used in part for the performance of CITY-related business.

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2.7 INCREASES CONSISTENT WITH OTHER CITY EMPLOYEES. MORALES shall automatically be entitled to receive, at a minimum, the same benefits, and level of benefits, whether new or amended, as any benefit provided a CITY employee pursuant to agreement between the CITY and an employee union. However, the CITY maintains the right, through specific contract provisions, to give higher or additional benefits to MORALES as it may deem appropriate.

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SECTION 3. ILLNESS OR INJURY; DISABILITY AND DEATH.

3.1 CESSATION OF WORK DUE TO NON-PERMANENT ILLNESS OR INJURY. In addition to any right of termination set forth under Section 1.3 (Employment With City "At-Will"), above, CITY reserves also the right to terminate MORALES's employment along with this Agreement if MORALES ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment & Housing Act; and (iii) where the cessation of work continues beyond the longer of the following: a period of four successive weeks beyond MORALES's accrued sick leave; or a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

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3.2 DISABILITY. In addition to any right of termination set forth under Section 1.3, above, CITY reserves the right to terminate MORALES's employment along with this Agreement in the event MORALES becomes physically or mentally unable to perform the Interim City Manager's functions and duties with reasonable accommodations and it reasonably appears that such incapacity will last for more than four (4) months. The foregoing notwithstanding, CITY may terminate MORALES if the disability poses a direct threat to CITY, MORALES or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if MORALES is terminated under this Section of this Agreement.

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3.3 ILLNESS, INJURY OR DISABILITY ARISING OUT OF THE COURSE OF EMPLOYMENT. In the event MORALES suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate MORALES solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and the California Fair Employment and Housing Act. Further, MORALES's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

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3.4 MEDICAL EXAMINATION. MORALES agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event a decision must be made under Sections 3.1 through 3.3. CITY and MORALES shall receive a copy of all medical reports related to the examination.

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3.6 COMPENSATION UPON TERMINATION. Except as otherwise provided under this Agreement, if MORALES's employment is terminated pursuant to this Section 3 (Illness or Injury, Disability and Death), CITY shall pay MORALES all Base Salary, benefits, and all accrued hours due and owing him through the last day actually worked. If termination is caused by MORALES's death, CITY shall provide the

compensation and benefits otherwise due MORALES to MORALES' executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if MORALES is terminated under the provisions of Section 3.1 through 3.5, above.

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SECTION 4. VACATION AND OTHER LEAVE

4.1 VACATION LEAVE. MORALES shall be allowed to sell back up to 120 hours of accrued and existing vacation hours on or before June 30th of each year. In addition to any accrued and unused vacation leave existing at the time of this Agreement, MORALES is eligible to accrue additional vacation leave at a rate of 12.66 hours per month of service. The foregoing notwithstanding, the maximum amount of vacation leave that MORALES may accrue at any given time shall be capped at Three Hundred and Four (304) hours total. If MORALES's accrued but unused vacation leave reaches 304 hours total, MORALES will stop accruing additional vacation leave unless and until the accrued vacation leave falls below 304 hours. Unused vacation leave (accrued or otherwise) shall not be redeemable for any valuable consideration.

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4.2 HOLIDAYS. MORALES shall receive paid holidays in accordance with CITY's current practices as such practices may be amended or modified from time to time by CITY by action of the City Council. Paid holidays will be those approved by CITY by action of the City Council.

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4.3 ADMINISTRATIVE/PERSONAL LEAVE. MORALES shall be allocated a maximum of Fifty (50) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that MORALES may accrue at any given time may not exceed fifty (50) hours total. Accrued but unused administrative/personal leave may not be rolled-over to the next CITY fiscal year and may not be sold back to CITY.

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4.4 SICK LEAVE. MORALES shall accrue sick leave at a rate of eight (8) hours per month, subject to a maximum total accrual of Ninety-Six (96) hours per CITY fiscal year or prorated portion thereof. Sick leave shall be used by MORALES only in cases of actual sickness or disability of MORALES or a member of MORALES's immediate family, including MORALES's dependents. MORALES shall be paid for the amount of unused accumulated sick leave remaining, up to but not to exceed forty-eight (48) hours, or fifty percent (50%) of the total accrual of 96 hours at the end of each fiscal year, June 30th, and at the time of separation of employment except where separation occurs pursuant to Section 6.2 (Termination by Employee), below.

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SECTION 5. RETIREMENT.

5.1 CITY shall provide retirement insurance in accordance with its contract with the California Public Employees' Retirement System, presently 2% at 55.

5.2 MORALES shall be enrolled in the PARS Stack Plan, presently 0.5% at 55, for continuous City of Huntington Park service when retired from CITY at age 55 or older, subject to MORALES completing a minimum of five (5) years of full-time service with CITY. The foregoing notwithstanding, over the course of each City fiscal year, MORALES shall be required to contribute toward MORALES's PARS benefit a sum equal to 1.5% of MORALES's Base Salary as defined herein.

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SECTION 6. TERMINATION.

6.1 TERMINATION BY CITY FOR CONVENIENCE.

A. Except as otherwise provided under Subsection (B) of this Section below, CITY may terminate MORALES at any time for convenience and without cause, by providing MORALES thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place MORALES on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss MORALES notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment" shall be an amount equal to six (6) months base salary, less any and all applicable or legally required deductions. MORALES shall also receive all applicable accrued vacation and/or sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums shall be deducted from the "severance payment."

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B. Prior to November 1, 2014 or within ninety (90) calendar days of the swearing-in of a newly elected or appointed City Councilmember or Mayor, the City Council may not act to terminate MORALES for convenience as authorized under Subsection (A) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (B), shall preclude the City Council from terminating MORALES's employment for cause at any time as provided elsewhere under Section 6 of this Agreement.

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6.2 TERMINATION BY EMPLOYEE. MORALES may terminate his employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make MORALES's termination effective upon any date preceding the 30-day notice period, provided CITY pays MORALES all compensation due and owing him through the last day actually worked, plus an amount equal to the Base Salary MORALES would have earned through the balance of the thirty (30) day notice period, as well as all accrued vacation, sick, COLA, holiday, and administrative leave hours accrued to date. MORALES shall not receive a "severance payment" in the event he terminates his employment with CITY pursuant to this Section 6.2.

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6.3 TERMINATION FOR CAUSE BY CITY. CITY may immediately terminate MORALES'S employment with CITY and this Agreement at any time by providing MORALES written notice of his termination for cause. No "severance payment" shall be paid in the event MORALES's employment is terminated for cause, except that CITY shall pay MORALES for his accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following: (i) theft or attempted theft; (ii) material dishonesty; (iii) willful or persistent material breach of duties; (iv) engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or on CITY time; (v) conviction of either a felony, a criminal offense involving moral turpitude, or a felony or misdemeanor under the Political Reform Act or Government Code section 1090; (vi) engaging in conduct tending to bring embarrassment or disrepute to CITY; and/or (vii) unauthorized absences. MORALES expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under CITY's Employment Policies. MORALES also expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under the laws of the State of California or federal law, except to the extent that the contractual waiver contemplated herein is prohibited by applicable law.

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6.4 TERMINATION OBLIGATION. MORALES agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment are the property of CITY and shall be returned promptly to CITY upon termination of MORALES's employment.

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MORALES's obligations under this subsection shall survive the termination of his employment and the expiration or early termination of this Agreement.

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6.5 BENEFITS UPON TERMINATION. All benefits to which MORALES is entitled under this Agreement shall cease upon MORALES's termination in accordance with this Section 6 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to MORALES, or unless otherwise required by law.

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SECTION 7. PROPRIETARY INFORMATION.

7.1 DEFINITION. "Proprietary Information" means all information and any idea pertaining in any manner to the business of CITY and its respective officials, officers, employees, clients, consultants, or business associates, which was produced by any employee or agent of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, MORALES shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, MORALES shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. MORALES's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

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SECTION 8. CONFLICT OF INTEREST.

8.1 MORALES shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. MORALES shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the City's Municipal Code, and any other conflict of interest regulations applicable to MORALES's employment with the City. For and during the Term of this Agreement and any extension term, MORALES further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, MORALES will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Council.

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SECTION 9. GENERAL PROVISIONS.

9.1 NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in MORALES's personnel file. MORALES agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

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CITY's Notice Address:

City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255
Attn: Mayor and City Council

Interim City Manager's Address: [Deliver to last updated address in personnel file]

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9.2 INDEMNIFICATION. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq.) CITY will indemnify, defend, and hold MORALES harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension term. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, the City shall have no duty to indemnify, defend, or hold MORALES harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by him.

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9.3 BONDING. CITY shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any laws or ordinance.

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9.4. ENTIRE AGREEMENT. This Agreement is intended to be the final, complete, and exclusive statement of the terms of MORALES's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of MORALES, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to MORALES and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

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9.5 AMENDMENTS. This Agreement may not be amended except in a written document signed by MORALES, approved by the City Council and signed by CITY's Mayor or designee.

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9.6 WAIVER. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

9.7 ASSIGNMENT. MORALES shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to MORALES, assign its rights and obligations hereunder.

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9.8 SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

9.9 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in Los Angeles County, California.

9.10 INTERPRETATION. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an

instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

9.11 ACKNOWLEDGMENT. MORALES acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

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IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and MORALES has signed and executed this Agreement, as of the date first indicated above.

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CITY OF HUNTINGTON PARK

RENÉ MORALES

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By: _____
Rosa Perez, Mayor

By: _____
JULIO F. MORALES

Deleted: Mario Gomez

Deleted: René Bobadilla

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
Rocio Martinez, City Clerk