

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Tuesday, September 20, 2016

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

Graciela Ortiz
Mayor

Marilyn Sanabria
Vice Mayor

Jhonny Pineda
Council Member



Karina Macias
Council Member

Valentin Palos Amezcua
Council Member

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

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

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

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

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

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS AND ANNOUNCEMENTS

“Certificate of Recognition” to Retiring Senior Officer Steve Castro for His Outstanding Service to the City of Huntington Park Police Department and the City of Huntington Park Community

PUBLIC COMMENT

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

STAFF RESPONSE

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held Tuesday, September 6, 2016.

CONSENT CALENDAR (Continued)

HUMAN RESOURCES

2. Resolutions Adopting New Class Specifications for the Position of Director of Public Works, Director of Community Development and Director of Human Resources

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-39, Repealing Resolution No. 2009-103, and Adopting New Class Specifications for the Position of Director of Public Works (Exhibit A);
2. Adopt Resolution No. 2016-40, Repealing Resolution No. 2009-71, and Adopting New Class Specifications for the Position of Director of Community Development (Exhibit A); and
3. Adopt Resolution No. 2016-41, Adopting New Class Specifications for the Position of Director of Human Resources (Exhibit A).

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

3. Los Angeles County Elections Division – Information Re: Voter Outreach

- DISCUSSION ONLY -

4. Approve Resolutions Pertaining to the City of Huntington Park’s General Municipal Election to be held Tuesday, March 7, 2017

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-42, Calling a General Municipal Election to be held on Tuesday, March 7, 2017, for the Election of Certain Officers and Requesting the Board of Supervisors of the County of Los Angeles to Consolidate the Election with any and all Elections also called to be held on Tuesday, March 7, 2017;
2. Adopt Resolution No. 2016-43, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters at an Election to be held on Tuesday, March 7, 2017; and
3. Adopt Resolution No. 2016-44, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election.

REGULAR AGENDA (Continued)

CITY MANAGER

5. **Approve Proclamation Recognizing Hall of Fame Broadcaster Vin Scully, Declaration of September 23rd as “Vin Scully Day” in the City of Huntington Park**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve proclamation recognizing Hall of Fame Broadcaster Vin Scully; and
2. Approve the declaration of September 23rd as Vin Scully Day;

FINANCE

6. **Fiscal Year (FY) 2015-2016 Update/Review**

- DISCUSSION ONLY -

PUBLIC WORKS

7. **Approve First Amendment to Contract with Bennett Landcare for Landscaping Maintenance Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to contract with Bennett Landcare for the Landscaping Maintenance Services contract;
2. Authorize the City Manager to execute such agreement; and
3. Approve budget appropriation of \$162,810 for account #111-8095-431.56-60 and \$2,186 for account #231-8010-415.56-41.

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

8. Adoption of the Fiscal Year (FY) 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Consider public testimony;
3. Adopt the Fiscal Year 2015-016 Consolidated Annual Performance and Evaluation Report (CAPER); and
4. Authorize the City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 30, 2016.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Karina Macias

Council Member Jhonny Pineda

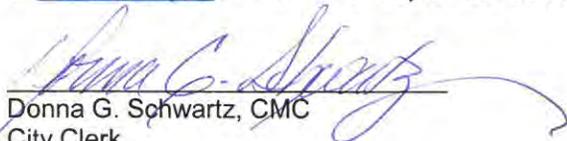
Vice Mayor Marilyn Sanabria

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, October 4, 2016, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at www.hpca.gov on the 15th of September 2016.


Donna G. Schwartz, CMC
City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, September 6, 2016

Sergeant at Arms read the Rules of Decorum

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, September 6, 2016, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Valentin Palos Amezquita, Jhonny Pineda, Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. CITY OFFICIALS/STAFF: Edgar Cisneros City Manager; Arnold Alvarez-Glasman, City Attorney; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director; Manuel Acosta, Economic Development Manager; Michael Ackerman, Acting Public Works Director/City Engineer, Martha Castillo, Human Resources Director, Carlos Luis, Senior Planner and Donna Schwartz, City Clerk.

INVOCATION

The invocation was led by Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Cassidy Duran.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a pin of the official City Seal to Cassidy Duran for leading the Pledge of Allegiance.

Council presented "Certificates of Appreciation" to Outgoing Youth Commissioners: Jesus Estrada, Joseph Hernandez, Carmen Gastelum, Crystal Meza, and Valerie Montes.

Joseph Nunez, Young Senators Program Director, Office of Senator Ricardo Lara, provided a brief overview of Senator Lara's "Young Senators Program" and introduced Young Senators: Ashely Kim, William Rivas and Robert Garcia.

Council presented a proclamation "Recognizing Police Canine Kilo's Career" with the City of Huntington Park's Police Department.

City Manager Cisneros announced staff has requested Item 5 be continued to the September 20, 2016, City Council meeting.

PUBLIC COMMENT

1. Robin Hvidston, We the People Rising and The Remembrance Project, asked to remove the two commissioners and appoint citizens, made a comment about Donald Trump, held up a sign and commented on Senator Lara's legislation.
2. Janet West, commented on Donald Trump's immigration speech, agenda Item 2, and immigration laws.
3. Rodolfo Cruz, noted an incident that occurred on 57th Street and the outcome, voiced concern with people getting around during the construction on Pacific Boulevard, and feels there is not enough police in the streets.
4. Arthur Schaper, We the People Rising, noted his attendance at a Trump rally, held up a picture, mentioned a remark by Macias regarding Trump, feels the two commissioners must go, commented on racism, stated he taught high school in South Gate, spoke in opposition to Council and feels Amezquita should be Mayor.

5. Raul Rodriguez, America First Latinos and We the People Rising, held up a sign, commented on the commission appointments, feels Council has violated the constitution, commented on Senator Lara's legislation, spoke in opposition to Council and stated they have requested an audit of the City.
6. Ed Ramirez, commented on a parking ticket he received where he lives, noted there is no parking available and feels it's due to vehicles from Cudahy and hopes the city can come up with a solution.
7. Wes Parker, commented on remarks about racism, spoke in opposition to Council, commented on the appointments, immigration laws, and feels Council are outsiders in Maywood.

At 7:04 p.m. Vice Mayor Sanabria left the Chambers.

8. George Franco, spoke in regards to the event at Freedom Park put on by some of the Council Members, noted a fence on Randolph that was only partially fixed and, and asked when the lights in the chambers will be fixed.
9. Francisco Rivera, commented on his life in the city, his efforts of cleaning up the graffiti and the bus stops, mentioned he couldn't get a letter of recommendation from the City so that he could get a job and feels the company that does the pressure washing should be noticed.

At 7:08 Vice Mayor Sanabria returned to the Chambers.

At 7:10 p.m. Council Member Pineda left the Chambers.

10. Vaughn Becht, commented on Trump and those against him.
11. Jorge Sepulveda, spoke in regards to the businesses in the city, to be able to promote and foster small businesses, commented on the Pacific Boulevard project and concerned with the safety of the people, and would like Council to meet with the local businesses to address some concerns.

At 7: 15 p.m. Council Member Pineda returned to the Chambers.

12. DeAnn D'Lean, We the People Rising, held up a sign and commented on Senator Lara's legislation, spoke in support of Francisco Rivera and obtaining a letter of recommendation, acknowledged Senator Lara for encouraging the youth and asked to listen to both sides and commented on politics.
13. Abhilasha Bhola, Jobs to Move America, gave a brief explanation of the non-profit agency, spoke in regards to Measure M and providing jobs and urges the public to support Measure M.
14. Betty Retama, spoke in regards to the Pacific Boulevard project, getting rid of corruption, spoke in opposition of Council, remarked respect Constitution, Federal law, State law, and stated your day is coming.
15. Valentin Amezquita, commented on city business regarding Council, Staff, residents businesses and contractors and doing things right, commented on parking being an issue and beautifying the city, suggested medians with drought tolerant plants, providing incentives to the residents and businesses, wants to bring green into the city to beautify and not cannabis.

STAFF RESPONSE

Mayor Ortiz responded to Mr. Francisco's comment regarding a letter of recommendation. Ms. Ortiz stated he had sent her a text message asking her if he could put her down as a reference and she stated she approved it and wished he would have asked her for the letter and she would write it and acknowledged his efforts in the city.

Mayor Ortiz requested Michael Ackerman, Acting Public Works Director/City Engineer follow up with Mr. Franco's concern with the fence on Randolph.

Mayor Ortiz announced that the event held at HP strip was sponsored by four Council Members using their own funds and was for the community. Ms. Ortiz stated there was an application that was processed, which is public record, showing the amount that was paid by the four Council Members and that if Mr. Franco would like to see it he had a right to. Mayor Ortiz asked City Manager Cisneros to elaborate on the application process for an event. Mr. Cisneros stated any group or anyone wishing to hold an event completes the application for the permit and that is what was done with respect to this event. Mayor Ortiz added that in order to have the event with a street closure, signatures from the surrounding residents must be obtained which signatures were obtained and are on file and reiterated that the four Council Members took the same steps as everyone else.

City Manager Cisneros stated the City is aware of all the concerns surrounding the Pacific Boulevard project, and that the City has put a pause to some of the demolition in order to ensure that there is adequate focus on safety, City is aware of the timeline and completing this project prior to the holiday season which is critical to the businesses, and the upcoming holiday parade, there are a lot of aspects to balance but feels the City will deliver a very good project.

Council Member Amezcua suggested putting down plywood over the dirt in order to assist with those who use walkers and those with disabilities.

CLOSED SESSION

At 7:32 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
J.H., a minor, by and through his Guardian Ad Litem, Marcela Lujano, et al. v.
City of South Gate/ City of Huntington Park, et al.
LASC No. BC 614412
2. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6(a)) - Regarding Represented Employees
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City
Manager
Employee Organization: Police Officers Association (POA)

At 8:28 p.m. Mayor Ortiz reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced Council discussed closed session items 1 and 2, stating for both items 1 and 2, direction was given, no action taken, nothing to report.

CONSENT CALENDAR

Motion: Council Member Macias motioned to approve consent calendar items 1 and 2, seconded by Vice Mayor Sanabria. Motion passed by the follow votes:

- Item 1: Motion passed 4-1.
Item 2: Motion passed 5-0.

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
1-1 Regular City Council Meeting held Tuesday, August 16, 2016.

ROLL CALL:

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

POLICE

2. Authorized the Police Department to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$30,440, designated the Chief of Police as the Authorized Grantee Official for the purpose of executing grant objectives and documentation and authorized appropriation of \$30,440 in the City's FY 16-17 Budget for police equipment purchases.

ROLL CALL:

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

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

3. **Approve Resolutions Consenting to the City of Huntington Park's Inclusion of Three (3) Property Assessed Clean Energy (PACE) Programs**

Edgar Cisneros, City Manager, introduced Manuel Acosta, Economic Development Manager, who presented the item.

Motion: Vice Mayor Sanabria motioned to adopt Resolution No. 2016-33, Consenting to the inclusion of properties within the territory of the City in the California Municipal Finance Authority (CMFA) Open PACE Programs; authorizing the acceptance of contractual assessment proceedings and levy contractual assessments within the territory of the City, adopt Resolution No. 2016-37, Approving Associate Membership by the City in the California Enterprise Development Authority (CEDA); authorizing and directing the execution of an associate membership agreement relating to associate membership of the City in the authority; authorizing the city to join the FigTree PACE Program; authorizing the CEDA to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City, authorize the execution of the Associate Membership Agreement with CEDA, authorize the Indemnification Agreement outlining the indemnification FigTree provides to the City, adopt Resolution No. 2016-34, Authorizing the CHFA YGreeneWorks PACE Program to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements, and Electric Vehicle Charging Infrastructure, adopt Resolution No. 2016-36, authorize the California Home Finance Authority (CHFA) YGreeneWorks PACE Program to accept applications from property owners, conduct assessment proceedings and levy assessments within the City and authorizing related actions, authorize the City to become an Associate Member of Joint Powers Authority (JPA) and authorize the City Manager, or designee thereof, to execute all documents and take any actions necessary and appropriate to carry out the resolutions, seconded by Mayor Ortiz. Motion passed 5-0 by the following vote:

ROLL CALL:

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

4. **Urgency Ordinance Establishing a Temporary Moratorium on the Establishment and Operation of Charter Schools within the City**

Edgar Cisneros, City Manager, introduced Carlos Luis, Senior Planner, who presented the item.

Motion: Vice Mayor Sanabria motioned to approve Urgency Ordinance No. 2016-949 to establish a temporary Moratorium on the establishment and operation of charter schools within the City, seconded by Mayor Ortiz. Motion passed 4-1 by the following vote:

ROLL CALL:

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

5. Continued to the September 20, 2016, City Council Meeting - **Approve Resolution Opposing the Los Angeles County Metropolitan Transportation Authority (MTA) Expenditure Plan for the 2016 Proposed Ballot Measure**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution opposing the Los Angeles County Metropolitan Transportation Authority (MTA) expenditure plan for the 2016 proposed ballot measure.

FINANCE

6. Approve a First Amendment to the Agreement with Sunflower Systems for Provision of a Physical Inventory of the City's Capital Assets and Authorize Appropriation

Edgar Cisneros, City Manager, introduced Jan Mazyck, Interim Finance Director, who presented the item.

Motion: Vice Mayor Sanabria motioned to approve a First Amendment to the agreement with Sunflower Systems extending the term of the agreement to October 15, 2016, authorize the City Manager to execute such an agreement and authorize the Finance Department to make the required appropriation, seconded by Council Member Macias. Motion passed 5-0 by the following vote:

ROLL CALL:

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

PARKS & RECREATION

7. Authorization to Appropriate Funds from the Art in Public Places Budget to be Utilized for the Expenditure of the Holiday Tree Set Up & Break Down of Decorations

Edgar Cisneros, City Manager, introduced Josette Espinosa, Director of Parks and Recreation, who presented the item.

Motion: Council Member Macias motioned to approve the request to appropriate \$4,583.91 from the Art in Public Places Budget Account Number: 232-6010-419.73-10 to be utilized for the expenditure of set up and tear down of the holiday tree decorations for the City Hall Holiday Tree and authorize City staff to enter into a three (3) year agreement with Ambius to install, remove and store holiday decorations for 25 ft. outdoor tree at City Hall, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

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

8. Resolution Approving the Application for Grant Funds to the California State Parks Habitat Conservation Fund (HCF) Program to Develop the Department of Water and Power (DWP) Lots to Increase Open Space, Provide Connectivity, and Increase Physical Activity Opportunities for the Community

Edgar Cisneros, City Manager, introduced Josette Espinosa, Director of Parks and Recreation, who presented the item.

Motion: Vice Mayor Sanabria motioned to adopt Resolution No. 2016-38, Approving the application for grant funds to the California State Parks Habitat Conservation Fund (HCF) Program for the development of the Los Angeles Department of Water and Power (LA DWP) lots to increase the open space, provide connectivity, and increase physical activity options for the community and authorize the Director of Parks and Recreation to execute and submit all related grant application documents, seconded by Council Member Macias. Motioned passed 4-0-1 by the following vote:

ROLL CALL:

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

POLICE

9. Approve Appropriation of Funds for the Completion of an Information Technology Project for the Police Department

Cosme Lozano, Chief of Police presented the item.

Motion: Council Member Macias motioned to approve budget appropriation of \$47,111.00 for account #229-7010-421.74-10 for the completion of an Information Technology Project for the Police Department, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

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

10. Alcoholic Beverage Control (ABC) Grant

- DISCUSSION ONLY -

PUBLIC WORKS

11. Approve First Amendment to Contract for Industrial/Commercial Facilities Control Program Including Inspections for Commercial/Industrial Illegal Connection and Discharges for Stormwater

Edgar Cisneros, City Manager, introduced Michael Ackerman, Acting Public Works Director/City Engineer, who presented the item.

Motion: Vice Mayor Sanabria motioned to approve first amendment of contract services for mandated industrial/commercial stormwater compliance to facilitate the contract term coinciding with the regulatory term and authorize the City Manager to execute the amendment, seconded by Council Member Pineda. Motioned passed 5-0 by the following vote:

ROLL CALL:

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

12. Public Works Projects Update Including Pacific Blvd, Crosswalks and State Street

- DISCUSSION ONLY -

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita, commented on the Pacific Boulevard Project and the support of previous Council, noted some safety concerns during the construction, acknowledged it will look beautiful once completed, suggested that the City continue looking into grants, putting in medians and asked that something be done with the outgrowth in the sidewalk crevices, to perhaps seal the cracks, have long term vision with plans ready to implement, thanked staff and wished all a good evening.

Council Member Karina Macias, thanked Vice Mayor Sanabria as well as the City Manager and Economic Development Manager for attending the International Council of Shopping Centers (ICSC) in San Diego, thanked her colleagues for their support for being able to attend, thanked staff for all their hard work and wished everyone a good night.

Council Member Jhonny Pineda, thanked staff for looking into obtaining grants, commented on the block party that was hosted by some of the Council Members stating it was a great event, noted a resident approached him and asked that her street be marked between Carmelita and Maywood Avenue, looking forward to the completion of Pacific Boulevard, suggested adding lighting to Pacific Boulevard and wished everyone a good night.

Vice Mayor Marilyn Sanabria, commented on the comment regarding City of Maywood council meetings stating this council advocates for Huntington Park and thanked the Mayor for voicing concern at Maywood's council meeting with regard to a planned event. Ms. Sanabria thanked Council Members for the recent event they sponsored and feels it was a good way to meet neighbors, thanked the City Manager and Economic Development Manager for all their efforts at ICSC and wished everyone a good night.

Mayor Graciela Ortiz, thanked all those who represented the City of Huntington Park at ICSC, announced that the Los Angeles Unified School District was having an event Student Recovery Day on Friday using volunteers to go out to the community to promote awareness of the importance of education, she encouraged her colleagues and the public to participate, thanked staff for their support, thanked Chief Lozano for bringing in Kilo the Police Canine and wished everyone a good night.

ADJOURNMENT

At 9:50 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, September 20, 2016, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

September 20, 2016

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

Dear Mayor and Members of the City Council:

RESOLUTIONS ADOPTING NEW CLASS SPECIFICATIONS FOR THE POSITION OF DIRECTOR OF PUBLIC WORKS, DIRECTOR OF COMMUNITY DEVELOPMENT AND DIRECTOR OF HUMAN RESOURCES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2016-39, Repealing Resolution No. 2009-103, and Adopting New Class Specifications for the Position of Director of Public Works (Exhibit A);
2. Adopt Resolution No. 2016-40, Repealing Resolution No. 2009-71, and Adopting New Class Specifications for the Position of Director of Community Development (Exhibit A); and
3. Adopt Resolution No. 2016-41, Adopting New Class Specifications for the Position of Director of Human Resources (Exhibit A).

BACKGROUND

The current classifications for Director of Public Works and Director of Community Development are each being updated to meet current standards for the positions. As a result, the classifications will be updated to reflect current job duties.

The Human Resources Department reorganized its staffing structure in February 2015. This reorganization included the reclassification of the Director of Human Resources to be in line with the current duties and responsibilities as the level of complexity and the degree of involvement and independence of action increased over the years. There were no official class specifications for this title when the reorganization became effective. The title change did not include additional compensation. The reclassification was due since the old title was no longer reflective of the job content of the position and the increased responsibility of this position in overseeing the Human Resources functions.

RESOLUTIONS ADOPTING NEW CLASS SPECIFICATIONS FOR THE POSITION OF DIRECTOR OF PUBLIC WORKS, DIRECTOR OF COMMUNITY DEVELOPMENT AND DIRECTOR OF HUMAN RESOURCES

September 20, 2016

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FISCAL IMPACT/FINANCING

No fiscal impact as approval for filling the respective positions is not being requested on City Council at this time.

CONCLUSION

Upon adoption of the resolutions, the revised class specifications will be used for future recruitment of the Director of Public Works and Director of Community Development. The Director of Human Resources is currently filled and the incumbent is performing the duties of the recommended classification.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

ATTACHMENTS

- A. Resolution No. 2016-39, Repealing and Adopting New Class Specification for Director of Public Works (Exhibit "A" Attached).
- B. Resolution No. 2016-40, Repealing and Adopting New Class Specification for Director of Community Development (Exhibit "A" Attached).
- C. Resolution No. 2016-41, Adopting New Class Specification for Director of Human Resources (Exhibit "A" Attached).

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

DIRECTOR OF PUBLIC WORKS

| | | | |
|------------------------|--------------|---------------------------|---------------------------|
| Civil Service Status: | Exempt | Bargaining Unit: | Non-Represented Employees |
| Probationary Period: | At-Will | Approved by City Council: | |
| Classification Series: | Public Works | Resolution No.: | |
| FLSA Status: | Exempt | | |

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under general direction of the City Manager, this executive position manages the overall operation of the Department of Public Works programs, schedules, projects and activities; directs and organizes, coordinates and controls the planning, design and construction of Public Works and Capital Improvement Projects, including the coordination of consulting engineers and the administration of contracts for Public Works and Capital Improvement Projects; and performs related work as required.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Plans, organizes, staffs, directs and controls maintenance services provided by the Department related to all publicly owned lands and rights-of-way including environmental compliance and/or regulations parks and landscaped areas, buildings and facilities, sewer lines, storm drains, streets, weed abatement, vehicle maintenance, traffic signals, street lights, pavement and pavement markings, graffiti removal, etc.;
- Analyzes community needs and develops programs to meet these needs in accordance with established City policy and available resources;
- Work with independent contractors and prepare appropriate contracts, analyzes problems, responds with submission or subsequent;
- Ultimately, manages the solid waste, and recycling functions mandated by State and Federal regulations;
- Directs preparation of, and administers, the Department Budget and CIP Budget;
- Administers service contracts associated with the related areas of responsibility;
- Formulates plans for capital improvement projects;
- Directs preparation of applications for grants of the areas of responsibility;
- Selects, supervises, trains and evaluates the work of professional, skilled, clerical, and semi-skilled employees;
- Serves as technical and professional advisor and provides staff support to City Manager, City Council and Council appointed commissions and committees;
- Maintains official maps, records, and files;
- Supervises, trains, and evaluates personnel;
- Meets and confers with groups and organizations concerning Field Operations services, or as directed;
- Serves on primary emergency response team in case of emergency or disaster in a position assigned by the City Emergency Plan;
- Assists in administration of confidential employer-employee relation matters;

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

DIRECTOR OF PUBLIC WORKS

| | | | |
|------------------------|--------------|---------------------------|---------------------------|
| Civil Service Status: | Exempt | Bargaining Unit: | Non-Represented Employees |
| Probationary Period: | At-Will | Approved by City Council: | |
| Classification Series: | Public Works | Resolution No.: | |
| FLSA Status: | Exempt | | |

(Continued)

- Attends meetings, conferences, and seminars related to areas of responsibility;
- Belongs to professional organizations and represents the City for self enrichment;
- Ultimately, directs the activities of the Engineering Division;
- Supervises the preparation of designs, specifications, plans, estimates and reports involved in the construction of public works engineering projects, such as storm drains, sewer systems, and water facilities;
- Ultimately responsible for the review and approval of engineering plans, specification and contract documents;
- Prepares RFP and RFQ;
- Analyzes bids and supervises the preparation of contracts related to Public Works;
- Supervises building construction by outside contractors on special projects;
- Provides technical assistance and consults with other departments, agencies, commission, and other bodies on engineering matters;
- Prepares reports for the various governing bodies concerning economic comparison, environmental impact studies, subdivisions, land use conversion, capital improvements and many other considerations;
- Maintains proper record keeping in accordance with appropriate Federal, State, County and local regulations;
- Plans, coordinates and directs the traffic engineering functions of the City including traffic control device installations, traffic studies and local and regional area traffic growth management;
- Drives to various locations to conduct field and construction inspections, surveying, and performing other engineering activities;
- Administers the use of revenue obtained through subventions from the State and County;
- Represents the Department to other City departments, elected officials and outside agencies; explains and justifies Department programs, policies and activities; negotiates and resolves sensitive, significant and controversial issues;
- Directs Engineering Division activities with those of other departments and outside agencies and organizations;
- Directs the work involved in the reproduction and custody of maps, charts and other records dealing with all City owned facilities;
- Respond to citizen inquiries and resolve difficult and sensitive complaints;
- Assumes responsibility for ensuring the duties or the position are performed in a safe, efficient manner;
- Performs other related duties as assigned or as situation required.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Municipal government and maintenance department organization, administration and operations;

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

DIRECTOR OF PUBLIC WORKS

| | | | |
|------------------------|--------------|---------------------------|---------------------------|
| Civil Service Status: | Exempt | Bargaining Unit: | Non-Represented Employees |
| Probationary Period: | At-Will | Approved by City Council: | |
| Classification Series: | Public Works | Resolution No.: | |
| FLSA Status: | Exempt | | |

(Continued)

- The principles methods, procedures, practices, methods, equipment, and materials to develop areas, facilities and services to meet regulation compliance including environmental regulations and community needs;
- The laws, codes, rules and procedures which apply to municipal maintenance, as well as the procedures involved in their enforcement;
- Knowledge of public works and field operations related to the establishment of maintenance programs for the public infrastructure;
- Municipal budget administration and capital improvement programs;
- Global, Federal, State and local trends and foresee future needs;
- Projects and develop long range plans, including the physical, financial and program phases;
- Principles and practices of civil engineering including structural engineering, hydraulic engineering, traffic engineering, right-of-way engineering, and public works construction;
- Knowledge of State Law requirements as applied to operations of public water supply systems;
- Wide variety of public works services and how they should be managed;
- Management concepts concerning planning, and organizing.

Skills:

- Skill in administrative processes and their proper application to engineering matters;
- Possess skills to word process general correspondence, spread sheets and reports using a personal computer and software applications.

Ability to:

- Efficiently and effectively manage the operation of the Public Works Department;
- Acquire and administer grant-in-aid programs and projects;
- Formulate budget estimates, prepare and administer a department budget;
- Handle confidential information with discretion;
- Maintain official documents and records;
- Communicate effectively to groups, organizations, and the public in writing and orally;
- Establish and maintain effective working relationships with other governmental and private agencies, contractors, officials, employees and the public;
- Direct engineering and technical employees in a coordinated effort;
- Analyze departmental operations and activities and prepare comprehensive reports;
- Direct the activities of supervisors and, through them, a large number of subordinates, relying primarily on proper leadership and organization;
- Understand and interpret provisions in the municipal code, MOU's, Administrative Policies and Departmental Rules and other City Policies related to job duties;
- Review and evaluate employee's job performance;
- Effectively supervise subordinates;

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

DIRECTOR OF PUBLIC WORKS

| | | | |
|------------------------|--------------|---------------------------|---------------------------|
| Civil Service Status: | Exempt | Bargaining Unit: | Non-Represented Employees |
| Probationary Period: | At-Will | Approved by City Council: | |
| Classification Series: | Public Works | Resolution No.: | |
| FLSA Status: | Exempt | | |

(Continued)

- Foster a teamwork environment;
- Plan, organize and prioritize progress;
- Lead, coach, instruct and motivate employees;
- Provide leadership and work instructions;
- Willingness to initiate, recommend and carry out personnel actions as required;
- Organize, assign, schedule and delegate workload among employees;
- Speak before groups of people;
- Effectively manage workplace diversity issues in a diverse organization;
- Work necessary hours and times to accomplish goals, objectives and requires tasks;
- Effectively communicate both orally and in writing;
- Establish smooth effective working relationships and resolve interpersonal conflicts;
- Deal with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Assume responsibility to maintain a safe working environment;
- Develop necessary skills from on-the job training and meet the standards of performance or higher for the classification.

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

Graduation from an accredited four-year college or university with a Bachelor’s degree in Engineering or a closely related field. Master’s degree is highly desirable.

Experience:

Ten (10) years of extensive professional and responsible engineering experience, three (3) years of which were in a supervisory capacity. Experience with Field Service or Maintenance Administration is highly desirable.

License or Certificate:

A valid California Class C Driver’s License and a satisfactory driving record.

Physical Requirements:

Must meet approved physical and pre-placement medical standards for the position.

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RESOLUTION NO. 2016-40

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK APPROVING AND
ADOPTING NEW CLASS SPECIFICATIONS FOR
THE POSITION OF DIRECTOR OF HUMAN
RESOURCES**

WHEREAS, the City of Huntington Park has recently created a new employment position/classification titled "Director of Human Resources"; and,

WHEREAS, new class specifications have been created for this position/classification;

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

SECTION 1. The City Council of the City of Huntington Park hereby adopts and approves class specifications for the position of Director of Human Resources, a copy of which is attached hereto as Exhibit A, with a salary range of \$7,681 to \$9,431 per month, Salary Grid 204.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

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

Graciela Ortiz,
Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

DIRECTOR OF HUMAN RESOURCES

| | | | |
|------------------------|-----------------|---------------------------|---------------------------|
| Civil Service Status: | Exempt | Bargaining Unit: | Non-Represented Employees |
| Probationary Period: | At-Will | Approved by City Council: | |
| Classification Series: | Human Resources | Resolution No.: | |
| FLSA Status: | Exempt | | |

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under direction of the City Manager this management position administers, coordinates and participates in a wide variety of professional-level Human Resources functions such as recruitment and selection, classification, compensation, employee benefits, employee relations, contract negotiations, equal employment opportunity, safety, workers' compensation, employment and training and performs other related work as required.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Directs Human Resources operations for the City; exercises independent judgment within broad policy guidelines; evaluates and analyzes issues, and recommends and implements solutions; provides leadership, direction and guidance in Human Resources strategies, policy development and priorities;
- Develops plans, organizes, directs, supervises and/or evaluates the activities of the Human Resources Department;
- Prepares the department budget and maintains budgetary controls;
- Development and implementation of Human Resources policies and procedures;
- Performs increasing difficult and responsible duties relating to various aspects of Human Resources administration;
- Interprets the Personnel Rules and Regulations, MOU's, Civil Service Rules and Regulations, salary schedules and other relevant documents;
- Conducts surveys, develops and gathers data, conducts analysis of data used in Labor Relations contract negotiations, participates in negotiations and contract administration;
- Prepares written reports and makes formal oral presentations to managers, executives, City Council, Civil Service Commissioners, and community-based organizations;
- Serves as staff and Secretary to the Civil Service Commission; schedules and conducts meetings; coordinates appeal hearings;
- Conducts studies and administrative investigations relating to Human Resources issues, Civil Service Appeals, discrimination complaints and grievances, prepares written reports of findings, and recommends appropriate action;
- Administers employee benefits programs;
- Coordinates Workers' Compensation program with third-party administrator;
- Performs classification studies and prepares classification specifications;
- Develops and administers standardized employment exams, performance test and oral boards; computes scores and may establish passing points and eligibility lists.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

DIRECTOR OF HUMAN RESOURCES

| | | | |
|------------------------|-----------------|---------------------------|---------------------------|
| Civil Service Status: | Exempt | Bargaining Unit: | Non-Represented Employees |
| Probationary Period: | At-Will | Approved by City Council: | |
| Classification Series: | Human Resources | Resolution No.: | |
| FLSA Status: | Exempt | | |

- Acts as staff coordinator in the assignment and review of all recruitment process;
- Designs, coordinates and conducts training programs in human relations and organizational development issues;
- Assumes responsibility for ensuring that the duties of the position are performed in a safe, and efficient manner;
- Maintains effective public relations with public officials, administrators, department heads, employees and the general public;
- Performs other related duties as assigned or as situations requires.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Sound Human Resources principles and practices;
- Methods of recruitment, testing and selection;
- Public Sector Employee Relations;
- Classifications, compensation and employee benefits;
- Workers' Compensation policies and programs;
- Good customer service practices;
- Complaint investigation and conflict resolution techniques.

Skills:

- Possess skills in word processing general correspondence, spreadsheets and reports using a personal computer and software applications;
- In planning, organizing and prioritizing work.

Ability to:

- Plan, supervise and administer the operation of the Human Resources Department;
- Supervise, lead, train, coach, motivate and evaluate professional, technical, and clerical employees;
- Prepare clear, concise, complete and accurate reports and schedules;
- Communicate effectively both orally and in written form;
- Respond in a timely and accurate basis to employee and public inquiries and complaints in a courteous and tactful manner;
- Foster a teamwork environment;
- Deal effectively with persons of various social cultural, economic and educational backgrounds, using tact and discretion;
- Establish and maintain effective working relationships with employees, public officials and the public;

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

DIRECTOR OF HUMAN RESOURCES

| | | | |
|------------------------|-----------------|---------------------------|---------------------------|
| Civil Service Status: | Exempt | Bargaining Unit: | Non-Represented Employees |
| Probationary Period: | At-Will | Approved by City Council: | |
| Classification Series: | Human Resources | Resolution No.: | |
| FLSA Status: | Exempt | | |

- Maintain professionalism in attitude, attire, relationships, work product and confidentiality;
- Understand and interpret provisions of the municipal code, MOU's, Civil Service Rules & Regulations, administrative policies and departmental rules and other City policies related to job duties;
- Review and evaluate employee's job performance;
- Foster a teamwork environment;
- Plan, organize and prioritize work duties and assignments;
- Provide leadership;
- Provide work instructions;
- Initiate, recommend and carry out personnel actions as required;
- Organize, assign, schedule and delegate workload among employees;
- Speak before groups of people;
- Effectively managed workplace diversity issues in a diverse organization;
- Work necessary hours and times to accomplish goals, objectives and required tasks;
- Deal with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Establish professional working relationships and resolve interpersonal conflicts;
- Handle confidential information with discretion;
- Performs other related duties as assigned or as the situation requires;
- Develop necessary skills from on-the-job training and meet standards of performance or higher for the classification.

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

Bachelor's Degree in Human Resources, Business Administration, or related field; AND

Experience:

Five (5) years of increasingly responsible experience in Public Sector Human Resources Administration and including two (2) years in a supervisory capacity which required the applicant to obtain general knowledge of the following areas recruitment, testing and selection, job analysis, classification and compensation, labor relations employee, training and development, safety, risk management and/or workers' compensation.

Additional related experience may be substituted for the required education on a year-to-year basis to the extent that the experience has prepared the individual to perform the duties of the position.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

DIRECTOR OF HUMAN RESOURCES

| | | | |
|------------------------|-----------------|---------------------------|---------------------------|
| Civil Service Status: | Exempt | Bargaining Unit: | Non-Represented Employees |
| Probationary Period: | At-Will | Approved by City Council: | |
| Classification Series: | Human Resources | Resolution No.: | |
| FLSA Status: | Exempt | | |

License:

A valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements:

Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

DIRECTOR OF COMMUNITY DEVELOPMENT

| | |
|--|--|
| Civil Service Status: Exempt | Bargaining Unit: Non-Represented Employees |
| Probationary Period: At-Will | Approved by City Council |
| Classification Series: Community Development | Resolution No.: |
| FLSA Status: Exempt | |

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under the direction of the City Manager, this executive position plans, organizes, coordinates and directs a comprehensive community development program which includes physical, social and economic planning of the City’s growth patterns; directs land use, zoning administration and planning; directs building and safety operations; historic preservation activities; provides staff support of the City’s Planning, Historic Preservation and Health and Education Commission; and does other related work as required.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Oversees, organizes, and directs the Community Development Department;
- Administers the City’s Planning operations;
- Compiles and analyzes basic economic and physical data;
- Analyzes historical and projected trends and developments;
- Administers the development of zoning and land use ordinances;
- Directs the activities of Housing, Economic Development, Redevelopment, and Planning;
- Selects, supervises, evaluates, directs training and supervision of subordinate staff;
- Makes practical interpretations of development, plans and insures conformance with planning regulations and the municipal code;
- Prepares and submits recommendations to the Planning Commission regarding land use, zoning and development projects;
- Serves as a staff advisor to the Planning Commission, Historic Preservation Commission and the Health and Education Commission;
- Prepares departmental budgetary and implements the approved budget;
- Assists developers and residents in the development and preparation of development entitlement applications, etc.;
- Maintains close contact and cooperation with other government and community organizations;
- Prepares staff reports and conducts special studies of a highly technical nature;
- Coordinates and reviews the activities and reports of private consultants engaged in community development projects;
- Prepares grant applications and administers Federal and State Housing and Economic Development Grant Programs including Block Grants;
- Administers the retention and maintenance of departmental files;

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

DIRECTOR OF COMMUNITY DEVELOPMENT

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| Civil Service Status: Exempt | Bargaining Unit: Non-Represented Employees |
| Probationary Period: At-Will | Approved by City Council |
| Classification Series: Community Development | Resolution No.: |
| FLSA Status: Exempt | |

(Continued)

- Establishes and interprets departmental policies as consistent with City policies;
- Represents the City at meetings and conferences related to community development;
- Prepares drafts of resolutions and ordinance related to departmental operations;
- Conducts public information programs related to the planning process and community goals;
- Assumes responsibility for ensuring the duties of the position are performed in safe, efficient manner;
- Performs other related duties as assigned or as situation requires.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- The formulation and administration of the Community Development programs;
- Thorough knowledge of the theory, principles, and practices of governmental planning and zoning, economic development and redevelopment;
- Thorough knowledge of laws and ordinances affecting land use planning, zoning for economic development, and redevelopment processes;
- Methods of research, policy development, statistics and survey analyzes;
- The principals of local government management and supervision.

Skills:

- Possess skills to word process general correspondence, spread sheets, and reports using a personal computer and software application.

Ability to:

- Collect, analyze, and interpret data pertaining to planning and zoning;
- Prepare, revise and interpret a sound planning program for the City;
- Prepare clear and precise reports;
- Plan, assign, and direct work of departmental subordinates;
- Formulate and implement a departmental training program;
- Formulate and implement a departmental budget;
- Establish and maintain effective working relationships with other employees, government officials and the public;
- Seek out grants and make timely applications for such funding;
- Handle confidential information with discretion;
- Understand and interpret provisions the municipal code, MOU's, Administrative Policies and Departmental Rules and other City Policies related to job duties;
- Review and evaluate employee's job performance;
- Effectively supervise subordinates;

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

DIRECTOR OF COMMUNITY DEVELOPMENT

Civil Service Status: Exempt
Probationary Period: At-Will
Classification Series: Community Development
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees
Approved by City Council
Resolution No.:

(Continued)

- Foster a teamwork environment;
- Lead, coach, instruct and motivate employees;
- Provide leadership;
- Provide work instructions;
- Initiate, recommend and carry out personnel actions as required;
- Organize, assign, schedule and delegate workload among employees;
- Speak before groups of people;
- Effectively manage workplace diversity issues in a diverse organization;
- Work necessary hours and times to accomplish goals, objectives and requires tasks;
- Effectively communicate both orally and in writing;
- Deal with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Assume responsibility for maintaining a safe working environment;
- Establish positive working relationships and resolve interpersonal conflicts;
- Develop necessary skills from on-the-job training and meet the standards of performance or higher for the classification.

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

A Bachelor's degree in Urban Planning, Business Administration, Public Administration, or a closely related field from an accredited college or university. A Masters Degree in Public or Business Administration or closely related field is desirable. Additional related experience may be substituted for the required education on a year-to-year basis to the extent that the experience has prepared the individual to perform the duties of the position.

Experience:

Five (5) years of progressively responsible experience in Community Development, urban planning, economic development, and/or redevelopment, three (3) years of which were in a supervisory capacity. Experience with a public agency is highly desirable.

License or Certificate:

A valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements:

Must meet approved physical and pre-placement medical standards for the position.

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, September 20, 2016

OFFICE OF THE CITY CLERK

- 3. Los Angeles County Elections Division – Information Re: Voter Outreach**

DISCUSSION ONLY



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

September 20, 2016

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

Dear Mayor and Members of the City Council:

RESOLUTIONS PERTAINING TO THE CITY OF HUNTINGTON PARK'S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 7, 2017

1. Adopt Resolution No. 2016-42, Calling a General Municipal Election to be held on Tuesday, March 7, 2017, for the Election of Certain Officers and Requesting the Board of Supervisors of the County of Los Angeles to Consolidate the Election with any and all Elections also called to be held on Tuesday, March 7, 2017;
2. Adopt Resolution No. 2016-43, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters at an Election to be held on Tuesday, March 7, 2017; and
3. Adopt Resolution No. 2016-44, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election.

BACKGROUND

The City of Huntington Park, as a general law city, is required by the state to hold a General Municipal Election to elect its municipal officers. The City's General Municipal Elections are held the first Tuesday after the first Monday in March of odd-numbered years. The City Council comprises five members and currently two (2) members have terms that expire in March 2017. The purpose of this election is for the voters to elect two members of the City Council for the full term of four years.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the adoption of the attached resolutions.

RESOLUTIONS PERTAINING TO THE CITY OF HUNTINGTON PARK'S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 7, 2017

September 20, 2016

Page 2 of 2

CONCLUSION

Upon adoption of resolutions, the City Clerk will forward certified copies to the Board of Supervisors of the County of Los Angeles and to the Los Angeles County Registrar-Recorder/County Clerk-Elections Department, for conduct and consolidation of the City's General Municipal Election to be held Tuesday, March 7, 2017.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Donna G. Schwartz, CMC
City Clerk

ATTACHMENTS

- A. Resolution 2016-42, Calling and Giving Notice of the Election, Consenting to an Election Consolidation and Requesting Los Angeles County to Render Services to the City of Huntington Park.
- B. Resolution No. 2016-43, Adopting Regulations for Candidates' Statements.
- C. Resolution No. 2016-44, Special Runoff Election in the event of a Tie Vote.

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RESOLUTION NO. 2016-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, CALLING A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 7, 2017, FOR THE ELECTION OF CERTAIN OFFICERS AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE THE ELECTION WITH ANY AND ALL ELECTIONS ALSO CALLED TO BE HELD ON MARCH 7, 2017, INSOFAR AS SAID ELECTIONS ARE TO BE HELD IN THE SAME TERRITORY OR IN TERRITORY THAT IS IN PART THE SAME AS THE TERRITORY OF THE CITY OF HUNTINGTON PARK

WHEREAS, a General Municipal Election shall be held on March 7, 2017, for the election of two (2) Members of the City Council of the City of Huntington Park; and

WHEREAS, pursuant to the Elections Code Section 10002, the City Council of the City of Huntington Park may by resolution request the Board of Supervisors of the County of Los Angeles to permit the County Clerk to render specified services to the City of Huntington Park relating to the conduct of an election; and

WHEREAS, subject to approval of the Board of Supervisors, these services shall be provided by the County Clerk; and

WHEREAS, pursuant to Elections Code Section 10002, unless other arrangements satisfactory to the County have been made, the City shall reimburse the County in full for the services performed upon presentation of a bill to the City; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, are called to be on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the City Council calling the elections; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

1 **WHEREAS**, various local elections may be or have been called to be held on
2 March 7, 2017.

3 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**
4 **PARK DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

5 1. That pursuant to the requirements of the laws of the State of California
6 relating to general law cities, there is called and ordered to be held in the City of
7 Huntington Park, California on Tuesday, March 7, 2017, a General Municipal
8 Election for the purpose of electing two (2) members of the City Council for the full
9 term of four years.

10 2. That the City Council hereby orders the election to be consolidated with
11 any and all elections also called to be held on March 7, 2017, insofar as said
12 elections are to be held in the same territory or in territory that is in part the same as
13 the territory of the City of Huntington Park and requests that the Board of
14 Supervisors of the County of Los Angeles order such consolidation under Elections
15 Code Sections 10401, 10402 and 10403.

16 3. That the City Council hereby requests the Board of Supervisors of the
17 County of Los Angeles to permit the Los Angeles County Registrar-Recorder/County
18 Clerk-Elections Department to provide any and all services necessary for conducting
19 the election and agrees to pay for said services.

20 4. The County Election Department is authorized to canvass the returns of
21 the General Municipal Election. The election shall be held in all respects as if there
22 only one election.

23 5. That the polls for the election shall be open at seven o'clock a.m. of the
24 day of the election and shall remain open continuously from that time until eight
25 o'clock p.m. of the same day when the polls shall be closed, pursuant to Election
26 Code Section 10242, except as provided in Section 14401 of the Elections Code of
27 the State of California.

28 6. That in all particulars not recited in this Resolution, the election shall be
held and conducted as provided by law for holding municipal elections.

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7. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

8. That the City Clerk is hereby authorized and directed to file a certified copy of this Resolution with the Board of Supervisors of the County of Los Angeles and the Los Angeles County Registrar-Recorder/County Clerk-Elections Department

PASSED, APPROVED AND ADOPTED this ___ day of ____, 2016.

Graciela Ortiz, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

1 B. Candidates should be advised of the holding in *Dean v. Superior Court*
2 (1998) 62 Cal.App.4th 638, which holds that a statement prepared by a candidate for
3 inclusion in the voter pamphlet may not include comments or statements concerning
4 the qualifications (or alleged lack of qualifications) of one's opponents. Candidates
5 should seek the advice of private legal counsel if unsure as to whether their
6 candidate statement does or does not comply with applicable law before filing.

7 **SECTION 2. FOREIGN LANGUAGE POLICY.**

8 A. Pursuant to the Voting Rights Act of 1965 (42 U.S.C. § 1973), the City is
9 required to translate candidates' statements into the following language: Spanish.

10
11 B. Pursuant to the Voting Rights Act of 1965, as amended, the City shall
12 translate the candidate's statement, at the candidate's request, into any of the
13 following languages, which are designated as minority languages for the County of
14 Los Angeles as a political subdivision covered by section 203 of the Voting Rights
15 Act of 1965, as amended: Chinese, Filipino, Japanese, Korean, and Vietnamese.
16 Such translations shall be sent only to voters who have requested translated
17 material and shall be available upon request in the office of the City Clerk.

18 C. The City Clerk shall:

- 19 1. Have all candidates' statements translated into the languages
20 specified in (A) above.
21 2. Print all translations of all candidates' statements in the main voter
22 pamphlet. The main voter pamphlet will be in English and Spanish.
23 3. Have all translations made available upon request in the office of the
24 City Clerk.

25 **SECTION 3. PAYMENT.**

A. Translations:

- 1 1. The candidate shall be required to pay for the cost of translating the
2 candidate's statement into any required foreign language as specified
3 in (A) of Section 2 above pursuant to California Elections Code §
4 13307.
- 5 2. The candidate shall be required to pay for the cost of translating the
6 candidate's statement into any foreign language that is not required
7 as specified in (A) of Section 2 above, pursuant to California
8 Elections Code § 13307 and the Voting Rights Act of 1965, as
9 amended, but is requested as an option by the candidate pursuant to
10 subsection (B) of Section 2 above.

11 B. Printing:

- 12 1. The candidate shall be required to pay for the cost of printing the
13 candidate's statement in English in the main voter pamphlet.
- 14 2. The candidate shall be required to pay for the cost of printing the
15 candidate's statement in a foreign language required in (A) of Section
16 2 above, in the main voter pamphlet.
- 17 3. The candidate shall be required to pay for the cost of printing the
18 candidate's statement in a foreign language requested by the
19 candidate per (B) of Section 2 above, in the main voter pamphlet.

20 The City Clerk shall estimate the total cost of printing, handling, translating, and
21 mailing the candidate's statement filed pursuant to this section, including costs
22 incurred as a result of complying with the Voting Rights Act of 1965 (as amended),
23 and require each candidate filing a statement to pay in advance to the local agency
24 his or her estimated pro rata share as a condition of having his or her statement
25 included in the voter's pamphlet. In the event the estimated payment is required, the
 estimate is just an approximation of the actual cost that varies from one election to
 another election and may be significantly more or less than the estimate, depending
 on the actual number of candidates filing statements. Accordingly, the City Clerk is
 not bound by the estimate and may on a pro rata basis, bill the candidate for
 additional actual expense or refund any excess paid depending on the final actual

1 cost. In the event of underpayment, the City Clerk may require the candidate to pay
2 the balance of the cost incurred. In the event of overpayment, the City Clerk shall
3 prorate the excess amount among the candidates and refund the excess amount
4 paid within 30 days of the election.

5 **SECTION 4. ADDITIONAL MATERIALS.** No candidate will be permitted to
6 include additional materials in the sample ballot package.

7 **SECTION 5.** The City Clerk shall provide each candidate or the candidate's
8 representative a copy of this Resolution at the time nominating petitions are issued.
9

10 **SECTION 6.** All previous resolutions establishing council policy on payment for
11 candidates' statements are repealed.

12 **SECTION 7.** This resolution shall apply only to the election to be held on
13 March 7, 2017 and shall then be repealed.

14 **SECTION 8.** The City Clerk shall certify to the passage and adoption of this
15 resolution and enter it into the book of original resolutions.
16

17 **PASSED, APPROVED AND ADOPTED** this ____ day of ____ 2016.
18

19
20 _____
Graciela Ortiz, Mayor

21 ATTEST:
22

23 _____
24 Donna G. Schwartz, CMC
City Clerk
25



CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

September 20, 2016

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

Dear Mayor and Members of the City Council:

APPROVE PROCLAMATION RECOGNIZING HALL OF FAME BROADCASTER VIN SCULLY, DECLARATION OF SEPTEMBER 23RD AS VIN SCULLY DAY IN THE CITY OF HUNTINGTON PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve proclamation recognizing Hall of Fame Broadcaster Vin Scully; and
2. Approve the declaration of September 23rd as Vin Scully Day;

BACKGROUND

Dodger Hall of Fame broadcaster has returned in 2016 for his sixty-seventh (67th) and final season with the Los Angeles Dodgers Organization. After sixty-six (66) years of consecutive service, being the longest of any sports broadcaster with one team; Mr. Vin Scully will be retiring.

One year after graduating from Fordham University in 1950, Mr. Scully began his broadcasting career with the Dodgers at the age of 22. He has experienced many memorable moments in his career, from calling the Dodgers' first and only championship in Brooklyn, New York to calling Don Larsen's perfect game in the World Series. Mr. Scully has been a huge part of the Dodgers Organization, his voice has often been labeled the "soundtrack to summer" in Los Angeles, where generations of fans have grown listening to him call Dodger baseball. On April 21, 2001, the press box at the Dodger Stadium was named in Mr. Scully's honor and on February, 2016 the Los Angeles City Council unanimously voted to change the street leading to Dodger Stadium's main entrance from Elysian Park Avenue to Vin Scully Avenue.

On Friday, September 23, 2016, at Dodger Stadium, 1000 Vin Scully Ave, Los Angeles, CA 90012, the Los Angeles Dodgers Baseball Organization will celebrate the sixty-seventh (67th) and final season of Vin Scully's broadcasting career with the Los Angeles Dodgers.

APPROVE PROCLAMATION RECOGNIZING HALL OF FAME BROADCASTER VIN SCULLY, DECLARATION OF SEPTEMBER 23RD AS VIN SCULLY DAY IN THE CITY OF HUNTINGTON PARK

September 20, 2016

Page 2 of 2

FISCAL IMPACT/FINANCING

None.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

None.

CONCLUSION

Upon Council approval Staff will forward proclamation to Los Angeles Dodgers Corporate Office at Dodger Stadium.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

ATTACHMENT(S)

A. Proclamation recognizing Hall of Fame Broadcaster Vin Scully

City of

Huntington

Ark

PROCLAMATION RECOGNIZING

HALL OF FAME BROADCASTER VIN SCULLY

WHEREAS, Mr. Vin Scully, played outfield for two seasons on Fordham University's baseball team, and called baseball, basketball and football games for the University's radio station; and

WHEREAS, one year after graduating from Fordham University in 1950, he began his broadcasting career with the Los Angeles Dodgers at the age of 22; and

WHEREAS, at the time when Mr. Scully began broadcasting for the Dodgers, they had yet to win a World Series; and

WHEREAS, three years later, at the age of 25, he became the youngest person to ever broadcast a World Series game; and

WHEREAS, in 1955, he had his most memorable moment behind the microphone, as he called the Dodgers' first and only championship in Brooklyn; and

WHEREAS, the following season, he once again found himself in the enviable position of calling what he would later say was the greatest individual performance he had seen - Don Larsen's perfect game in the World Series; and

WHEREAS, his most memorable call for Dodger fans possibly came in Game 1 of the 1988 World Series, when a hobbled Kirk Gibson's two-out, two-strike, two-run homer gave the Dodgers a victory over the highly-favored Oakland A's. "High fly ball into right field, she is gone," Mr. Scully said before remaining silent for more than a minute. The next words he spoke continue to be replayed almost nightly at Dodger Stadium: "In a year that has been so improbable, the impossible has happened."; and

WHEREAS, his voice often labelled the "soundtrack to summer" in Los Angeles, where generations of fans have grown up listening to him call Dodger baseball; and

WHEREAS, on April 21, 2001, the press box at the Dodger Stadium was named in Mr. Scully's honor, and on February, 2016 the Los Angeles City Council unanimously voted to change the street leading to Dodger Stadium's main entrance from Elysian Park Avenue to Vin Scully Avenue; and

WHEREAS, in addition to his Dodger broadcasts, the legendary broadcaster called play-by-play for NFL games and PGA Tour events on CBS-TV from 1975-82. Has called play-by-play for Major League Baseball's Game of the Week, three World Series and four All-Star Games on NBC-TV from 1983-89. Mr. Scully also called play-by-play for the World Series on CBS Radio from 1990-97. Altogether he has called 25 World Series and 12 All-Star Games; and

WHEREAS, in 2010, the American Sportscasters Association (ASA), put his name atop the list of the 50 greatest to ever sit behind a microphone. The ASA also elected him as the top sportscaster of the 20th century. In the 2005 book "Voices of Summer," Mr. Scully was named as baseball's all-time best broadcaster based on "longevity, continuity, network coverage, kudos, language, popularity, persona, voice knowledge and miscellany."; and

WHEREAS, he has received many recognitions for his broadcasting career. Mr. Scully in 2008 was welcomed into the Sports Broadcasting Hall of Fame in New York City, and in the California Sports Hall of Fame. He was honored on the field at the Los Angeles Memorial Coliseum in March and a plaque was unveiled in his honor. He received the Art Gilmore Career Achievement Award from Pacific Pioneers Broadcasting, and was honored by WFUV during their 60th anniversary celebration, the radio station he helped form at Fordham University. Mr. Scully also received an honorary Doctor's of Law degree from Pepperdine, the university's highest honor; and

WHEREAS, Dodger Hall of Fame broadcaster Mr. Vin Scully returned in 2016 for his 67th and final season with the Los Angeles Dodgers Organization. After 67 years of consecutive service, which is the longest of any sports broadcaster with one team; he will be retiring.

NOW THEREFORE, I, Graciela Ortiz, Mayor of the City of Huntington Park, along with the members of the Huntington Park City Council do hereby, recognize **Mr. Vin Scully, Hall of Fame Broadcaster** for his enthusiasm, for "his Love of the Game," and dedication, to the Los Angeles Dodgers and their fans where he is considered to be the voice of their team. We celebrate and are grateful for his 67 years of dedicated service. We wish you all the best in your future endeavors.

Dated this 23th Day of September, 2016



Graciela Ortiz, Mayor

CITY OF HUNTINGTON PARK

**City Council Meeting Agenda
Tuesday, September 20, 2016**

FINANCE

- 6. Fiscal Year 2015-2016 Update/Review**

DISCUSSION ONLY



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

September 20, 2016

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

Dear Mayor and Members of the City Council:

APPROVE FIRST AMENDMENT TO CONTRACT WITH BENNETT LANDCARE FOR LANDSCAPE MAINTENANCE SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve first amendment to contract with Bennett Landcare for the Landscaping Maintenance Services contract;
2. Authorize the City Manager to execute such agreement; and
3. Approve budget appropriation of \$162,810 for account #111-8095-431.56-60 and \$2,186 for account #231-8010-415.56-41.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) currently contracts with Bennett Landcare Services (Contractor) for the City's landscaping maintenance. Responsibilities include but are not limited to landscaping maintenance, water conservation, sprinkler system functionality, fertilizing, weed abatement, turf and field seeding, and trimming and planting of shrubs on City property and within the City right-of-way (R/W). This includes work after hours and emergency work to address such things as downed trees or large branches due to wind storms. The Contractor is required to have resources, workers, and equipment to meet the needs of the City during regular business hours and as well as after hours.

As part of the solicitation of the landscaping maintenance service contractor, Staff conducted a request for proposals on July 30, 2015 and selected the lowest qualified bidder's proposal. Bennett Landcare was selected at a cost not-to-exceed of the annual budget for landscaping maintenance services. The Bennett contract expires on November 9, 2016.

Staff is recommending that Council consider offering a two (2) year agreement for the continuation of such services. The proposed agreement would be effective on November 1, 2016 and will terminate on November 1, 2018. Bennett Landcare Services

APPROVE FIRST AMENDMENT TO CONTRACT WITH BENNETT LANDCARE FOR LANDSCAPE MAINTENANCE SERVICES

September 20, 2016

Page 2 of 2

will hold its rates with no price increase for the term of the contract and will not request CPI increases for the life of the contract.

FISCAL IMPACT/FINANCING

With an agreement that becomes effective for a two (2) year term beginning November 1, 2016, the total contract value is \$496,000 or \$248,000 for each of the 2 years. Therefore for the current budget year, the portion of the contract budgeted would be \$164,996. City staff will need to ensure that the remaining \$83,004 is budgeted and available in the subsequent year (FY 17/18) and so on through the end of the contract period.

| Fiscal Year | Fund/Account | Description | Amount |
|--------------------|---------------------|--------------------|---------------|
| 2016/17 | 111-8095-431.56-60 | Contract/Landscape | \$162,810 |
| 2016/17 | 231-8010-415.56-41 | Contract/Landscape | \$2,186 |

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A contractor is required to maintain the landscaping, as the City does not have the in-house personnel, equipment and resources required for these services.

CONCLUSION

Upon City Council authorization, staff will perform the recommended actions.

Respectfully submitted,



Edgar P. Cisneros
City Manager



Michael J. Ackerman, RCE
City Engineer/Acting Public Works Director

ATTACHMENT(S)

- A. Current Bennett Landcare Contract
- B. Draft Proposed First Amendment to Contract



RECEIVED
CITY OF HUNTINGTON PARK
BENNETT LANDSCAPE

CONTRACT SERVICES AGREEMENT
(LANDSCAPING MAINTENANCE SERVICES)

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this **9th day of November, 2015** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and Bennett Landscape a Corporation (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the **“Scope of Services”**). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”

- 1.2 TERM: This Agreement shall have a term of 1 year. Prior to the conclusion of the Term, this Agreement may be extended for a maximum of 2 terms with a maximum duration of 1 year each, by a CITY issued written notice of its intent to authorize the term extension. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of Two Hundred and Forth Eight Thousand (\$248,000.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings,

and activities. The City shall own all accounting records maintained by the CONTRACTOR and be provided these records upon demand.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager, Director of Public Works, and the Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates Marty Blankenship or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience

necessary to perform the Work skillfully, competently, and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT

CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.6 REMOVAL OF EMPLOYEES OR AGENTS:

If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, or medical condition.
- 2.9. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of the CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services

Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.

- C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both CONTRACTOR and CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the

insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend, and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless, and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY

and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless, and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within

fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced

efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (10) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services

and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily

given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court

or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Bennett Landscape
25889 Bell Porte Ave
Harbor City, CA 90710
Atten: Marty Blankenship
General Manager
(310) 534-3543

CITY:

City of Huntington Park
Engineering and Public Works Dept.
655 Miles Avenue
Huntington Park, CA 90255
Attn: Janie Pichardo
Phone: (323) 584-6225
Fax: (323) 588-4577

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the

award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

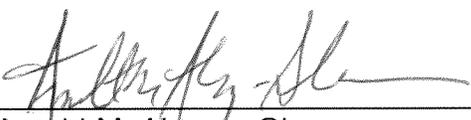
CITY OF HUNTINGTON PARK:

By: 
John A. Ornelas,
Interim City Manager

CONTRACTOR:

By: 
Name: SEAN BENNETT
Title: PRES.

APPROVED AS TO FORM:

By: 
Arnold M. Alvarez-Glasman,
City Attorney

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EXHIBIT "A"

SCOPE OF WORK

The City of Huntington Park is seeking the services of a highly qualified Contractor to provide Landscaping Maintenance Services for the City of Huntington Park.

The Contractor shall utilize green products whenever possible. A list of green products to be utilized by the Contractor shall be pre-approved by the City prior to use. The Scope of Services are as follows:

LAWN CARE

Lawns shall be mowed turf-grass one (1) time per week during the months of January through September, Turf-grass shall be mowed every-other-week during the months of October through December. The Contractor may mow one (1) time per week during the months of October thru December a no additional cost to the City as directed by the City. The cutting edge of all mowing equipment shall be kept in a sharp condition, free of organic material, and they shall be kept in proper adjustment. Rough cutting of grass will not be permitted. Prior to mowing, all trash and foreign materials are to be removed from lawn areas. All areas containing Kikuyu grass or Bermuda grass, as the primary grass shall be mowed at 3/4 height. All areas with bluegrass or perennial rye grass as the primary grass shall be mowed with a rotary or reel type mower at a minimum height of 2 inches in dry warm weather and 1 1/2 inches during the cool rainy season as determined by the City. Edging of all turf areas adjacent to hardscape including but not limited to paving, curbs, gutter, sidewalk, etc. must be completed monthly and on an as needed basis so that no turf overhangs hardscape area to the satisfaction of the Director of Public Works or designee. Trimming of vegetation around all trees, fences, walls, and any other vertical surfaces and/or obstacles shall be completed at a minimum of monthly and as needed to the satisfaction of the Director of Public Works or designee.

Lawns shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers. Extreme caution shall be observed, if selective weed killers are used, not to damage any other plants. If spraying is done, it shall only be done at times when there is no wind.

The Contractor is responsible to over seed all damaged or bare turf areas on a continual basis to re-establish turf to an acceptable quality as determined by the City. This task shall be performed at no additional cost to the City. Reseeded areas shall receive supplemental water by hand or portable sprinkler as needed to establish turf. The top dress material, seed, and application rate shall be as approved by the City.

The Contractor shall be responsible for removal of all litter and debris from turf prior to mowing. All trash receptacles shall be emptied, all debris or litter created by or worsened by the mowing operation shall be removed prior to the crew leaving the site.

Failure to do so will result in the issuing of a Deficiency Notice and a deduction from the monthly payment reflecting the cost to clean up the debris.

IRRIGATION SYSTEMS

Before beginning the maintenance program, the Contractor shall inspect all systems and report damages or incorrect operation to the Director. The Contractor will be responsible for the operation of the irrigation system and maintenance of sprinkler heads, risers, solenoid valves, mainline, and lateral lines.

Specifically, the Contractor shall:

Where the installed sprinkler system does not cover the area adequately, the Contractor shall provide his own sprinklers and hoses to adequately water the area, until he makes permanent changes to correctly cover the area.

Repair and adjust all heads to maintain proper coverage.

Remove the last head from each system and flush the lines, if required.

Repair and replace any equipment damaged as a result of contract operations at the Contractor's expense. All replacements to be original type equipment or equal.

Contractor to provide materials for repair and extension of irrigation systems, including piping, connections, risers, sprinkler heads and valves.

Inspect all automatic systems on a weekly basis to insure proper operation of system. Repair or replace valve or other malfunctions.

Contractor shall provide automatic moisture sensitive control irrigation systems which shall restrict the operation of said systems during rainy periods.

Contractor shall be responsible for cascading and setting controllers.

All irrigation systems shall automatically turn off during rainy days.

Watering of planters shall be controlled to avoid excessive drainage on sidewalk and/or hardscape creating a hazard and staining.

Irrigation of general areas controlled by automatic time clocks shall be watered between 11:00 p.m. and 6:00 a.m.

Manual irrigation shall be performed during normal working hours except when prohibited by Local, Regional, State, or Federal regulations or mandates.

MEDIANS

All specifications listed for Shrub, Groundcover, and General Turf Maintenance shall apply to Median Service Areas. In addition to landscape and turf maintenance the Contractor is responsible for the maintenance of all hard surface areas such as curbs, gutters, concrete safety strips, sidewalks, and patterned concrete surfaces, which are part of the median.

All hard surface areas on all medians shall be inspected weekly and maintained in a neat, clean, and safe condition at all times. The hard surface areas shall be kept “weed free” at all times.

All hard surface areas shall be cleaned monthly or more frequently as needed to remove all deposits of litter, silt, sand, dirt, weeds, grass or other debris. The use of vacuums is required for the monthly service on all hardscape areas on the medians. All materials shall be removed from the site and be properly disposed of by the Contractor.

Plant material shall not be allowed obstruct any site line of vehicular traffic, and shall be kept below thirty-six (36”) in height as measured from the road surface in any area where traffic site lines may be impacted. A City representative may provide direction as requested for proper maintenance.

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in turf, planters, cracks, curbs and gutters, or expansion joints and areas contiguous to the City landscape.

All maintenance personnel shall wear safety vests and personal protective equipment while working in the public right-of-way and when working on medians, and at no time shall work be performed in the roadway without a City approved Traffic Control Plan in compliance with the CAMUTCD and all required traffic control signage in place.

Contractor is responsible for insuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.

PICNIC SHELTERS

Contractor shall be responsible for the cleaning and trash pickup of all City shelters including the below shelters. A City representative will provide weekly schedule of Picnic Shelter reservation(s):

Senior Park – 1 Shelter

6923 Salt Lake Avenue

Huntington Park, CA 90255

Keller Park – 1 Shelter

6550 Miles Avenue

Huntington Park, CA 90255

LAWN TRIMMING

All edges shall be trimmed after each cutting or more often as necessary. Trimming shall include cutting all grass along walls, fences, curbs, sidewalks, shrubs, tree trunks, poles, or any other object immediately adjacent to the lawn areas.

The trimming shall be done by power edgers or by hand, but in no case will soil sterilants or other types of herbicides be permitted for use in edging. Immediately after trimming, a contact herbicide approved by the State Department of Agriculture and the City may be applied around the base of trees and sprinkler heads but shall not exceed 2" beyond the perimeter of the head. Spray around trees shall not exceed 6" from the base of the tree. No herbicide is to come in contact with the tree. Herbicides used along walls shall not exceed 4" from the base of wall.

Trim around sprinkler heads as necessary to provide maximum water coverage.

Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings and other structures. Damage shall be reported to the Director and repairs made at the Contractor's expense.

After trimming, all debris shall be raked off the lawn, swept off of sidewalks and paved areas, and collected for disposal.

LAWN RENOVATING

Lawns at the Civic Center and the Recreation Center shall be renovated (*Dethatching and top dressing*) once each year. Dethatching shall be done in October. Contractor shall over seed all turf areas immediately after dethatching. Seed with perennial rye grass approved by the Director, at recommended seed rates with sodding as needed, in January/February. This shall include dugout areas.

All lawn depressions shall be brought level to grade with topsoil and reseeding as necessary.

Infield turf areas on Baseball Diamonds shall be renovated to include, dethatching, over seeding, top dressing, and sodding as needed, in January/February. This shall include dugout areas.

LAWN WATERING

Lawns shall be deeply watered, as weather conditions require providing adequate moisture for optimum growth. Lawns shall at no time show a lack of fresh green color or a loss of resilience due to lack of water. Irrigation shall be done between 11:00 p.m. and 6:00 a.m.

Wherever the permanently installed sprinkler system does not adequately cover the areas, the Contractor shall set out additional hoses and sprinklers as required to uniformly irrigate all areas.

Excessive water in streets shall be avoided. Every effort will be made to conserve water. Automatic controllers shall be programmed so as to keep lawn areas in a green healthy condition, utilizing the least amount of water.

All recently reseeded areas shall be watered to prevent excessive run-off or ponding, but shall also be watered on a regular basis to ensure germination.

Manual watering of newly planted trees and/or any trees that do not have automatic irrigation and/or are not fully established is required.

LAWN FERTILIZING

Lawns shall be fertilized at least two times a year. Application shall be at the rate of 3 to 4 pounds of actual nitrogen per 1,000 square feet per year. One of the applications shall be of a complete or balanced fertilizer containing not less than 4 percent phosphorous and 4 percent potassium in addition to nitrogen. Iron and other elements shall be included if required to correct soil deficiencies.

The Director shall be notified prior to application of fertilizers. All turf areas shall be aerated prior to fertilization by removing 2" deep cores of sod with an aerator machine at not more than 6" spacing.

The second application shall be of straight nitrogen fertilization. Lawns shall be watered immediately after fertilization to prevent burning of grass.

SHRUB AND GROUND COVER WATERING

Contractor shall water trees, shrubs and ground cover deeply and slowly to establish moisture to the full depth of the root zone. Watering shall be done in a manner to avoid erosion, excessive run-off, or creation of a waterlogged soil condition. Hoses and sprinklers shall be used to supplement the sprinkler system where necessary to insure complete coverage. In areas where no such sprinkler system exists, the Contractor shall water with hoses or other apparatus as necessary, to insure deep watering. Areas having manual valves to operate, bubbler heads, or skinner lines will be used to irrigate by the Contractor.

Trees and shrubs shall be deeply watered as weather conditions require to provide adequate moisture for optimum growth. Trees and shrubs shall at no time show a lack of fresh green color due to lack of water.

Wherever the permanently installed sprinkler system does not adequately cover the areas, the Contractor shall install a permanent irrigation system as required to uniformly irrigate all areas, at the Contractors expense.

Excessive water in streets shall be avoided. Every effort will be made to conserve water. Automatic controllers shall be programmed so as to keep planted areas in a green, healthy condition, utilizing the least amount of water practicable.

SHRUB AND GROUND COVER PRUNING

Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Excessive pruning or stubbing back will not be permitted. All cuts over one inch in diameter shall be painted with approved tree wound dressing. All pruning cuts shall be made flush and shall be cut with no damage to the surrounding bark. All dead or damaged branches shall be removed

Pruning of shrubs shall be done as needed to achieve the following:

To shape, particularly to correct misshaping caused by the wind. Maintain shape where hedged.

To raise the lower branches of trees above 7' minimum head height from ground.

Public safety shall be a prime consideration in trimming trees.

To cut back shrubs and ground cover where they encroach on the paved areas or become intertwined.

To cut back branches that are rubbing on walls, fences, and buildings, or overhanging header board areas.

To remove suckers, waterspouts, and other undesirable growths from the trees.

Oleanders shall be kept trimmed as necessary to keep all City signs clearly visible by traffic at all times.

All pruning operations will be conducted so as to provide maximum safety for the public, and shaped to conform to horticultural standards.

Major pruning of shrubs shall be done during the dormant season. Minor pruning may be done at any time.

Oleander shrubs and trees shall be trimmed after bloom season.

Contractor shall remove all dead trees, including stump grinding and turf repair.

Pruning of tree roses shall be done at the end of January/February by cutting and removing all dead and old wood and spraying with oil emulsion after pruning.

Uniformity is important, encourage weak side by pruning to produce more bloom, leave more lateral wood.

SHRUB AND GROUND COVER WEEDING

Weed and cultivate the ground cover areas and other areas as needed to keep them free of weeds. Pre-emergent weed control chemical can be used to control weeds on the railroad right-of-way only.

SHRUB AND GROUND COVER STAKING

Maintain and replace stakes and guys with material equal to existing. Maintain and replace plant ties to provide support without damage to bark.

SHRUB AND GROUND COVER FERTILIZING

Fertilize all trees, shrubs, and ground cover once a year with an approved complete fertilizer. Fertilizer shall be applied in April. Fertilize at the following rates at each application: 1/4 pound per shrub; 1 pound per tree of less than 1-inch trunk diameter; 3/4 pound per tree with more than 1-inch trunk diameter; 20 pounds per 1,000 square feet of ground cover. The fertilizer for roses shall be a slow release organic-type with a 6-6-6 compositions or equal. Application of an iron fertilizer shall be used as needed throughout the year, where necessary, to maintain healthy, vigorous growth and good foliage.

SHRUB AND GROUND COVER TRIMMING

All ground cover shall be edged and cut back once every month to promote good health and appearance. A cleared circle 18" to 24" in diameter shall be maintained at base of tree in ground cover area to reduce competition for nutrients. Edge ground cover to keep in bounds as necessary to achieve an overall even appearance. Trim around sprinkler heads as needed to provide maximum water coverage. Trim Ivy and other ground cover as necessary to restrict growth from encroaching on curbs or other adjacent areas. Growth retardants may be used.

Contractor shall remove dead and damaged shrubs, and ground cover and replant with material of equivalent size, condition and variety, subject to the approval of the Director.

The Contractor, at the Contractor's expense, shall replace all plant material that has died as determine by the Director. This includes turf, ground cover, shrubs, and trees.

Plants destroyed by vandalism, outside construction, or by City forces shall be the responsibility of the Contractor and replaced at the Contractor's expense.

Annual flowers shall be replaced and planted three times a year and more often, if required, by the Contractor as determined by the Director. Flowers to be furnished by Contractor. There shall be no alterations in existing landscape without prior consent by the Director.

SHRUB PLANTING

Planting located within 50 feet of any railroad crossing shall not be permitted to grow to a height in excess of four feet above the top of the railroad's adjacent tracks. Adequate cultural care shall be undertaken by Contractor to insure strict compliance with said height restriction. Planting shall not be permitted to foul any water lines nor shall planting be located less than 15 feet from the centerline of railroad tracks.

SHRUB CARE - CIVIC CENTER

Camellias and Azaleas and all plants located between the County Court Building, City Hall Building, and the Police Building shall be raked out weekly or more often as needed to keep areas free of leaves and litter. Azalea and Camellia shrubs and trees shall be trimmed after the bloom season.

PLANTS

As plants expire, Contractor will replace with drought tolerant plants per the City's direction and approval at the Contractor's expense.

REQUIRED REPORTS/MEETINGS

Contractor shall be responsible for the filing of all required records and reports, including but not limited to the Notice of Intent to Apply and Pesticide Use Reports, as specified by all county, state, and federal agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City and Agricultural Commissioner monthly, with the exception of the Notice of Intent to Apply, which shall be submitted prior to the application of pesticides.

Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity of chemical, method of application, and environmental data. A copy of this report shall be submitted to the City at the end of each month. Failure to do so will result in a deficiency and possible deduction in payment.

A pest monitoring report for each site shall be submitted to the City by the first day of each month. This report shall include the site number, date identification, extent, and location of pest problems (if any), record of previous control measures, name of inspecting personnel, and proposed control measures if deemed necessary.

The City shall be notified verbally within forty-eight (48) hours and in writing within five (5) working days of any new pest problems previously unreported and observed by the Contractor.

Contractor shall provide Public Works and Parks and Recreations with a weekly report of what was completed and what the Contractor will be working on. Contractor will also have bi-monthly meetings with Public Works and Parks and Recreations.

PEST CONTROL

Landscaped areas (shrub and ground cover)

Weed control

All landscaped areas shall be treated with appropriate pre-emergent herbicide at the recommended rate according to the label.

All areas within the boundaries of the site, which are not landscaped, shall be treated monthly to eliminate weeds. All weeds that are four (4) inches and above shall be removed mechanically or by hand.

Snail Control

Snails shall be controlled on an as needed basis on all plan material, as determined by the Director.

Insect and Disease Control

All landscaped areas shall receive appropriate treatment with EPA registered pesticides for any insect or disease which causes or may cause damage to plants.

WEED CONTROL – PAVED SURFACES

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in concrete walkways, sidewalks, cracks, or expansion joints, within each site and in areas contiguous to the City landscape. All weeds that are four (4) inches and above shall be removed mechanically or by hand.

HOLIDAYS

The following ten (10) days are City holidays on which Contractor shall provide service. Contractor shall also provide service on the day after these holidays. Parks shall be serviced by 12 P.M. There will be a fine, the cost to replace these services, if Contractor does not provide service on the following day after a holiday.

- | | |
|--------------------------|--------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Day | Veteran's Day |
| President's Birthday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day thru January 1st |

Summer

The Contractor shall provide service, including the cleaning of restrooms twice a day, on every Saturday and Sunday during the summer months of June thru September at all parks.

Weekends

Contractor will open and close the below parks on weekends:

- | | |
|-----------------------------|-----------------------------|
| Salt Lake Park at 6:00 a.m. | Perez Park at 9:00 a.m. |
| Keller Park at 6:00 a.m. | Chesley Circle at 6:00 a.m. |
| Freedom Park at 6:00 a.m. | |

MAINTENANCE WORK AREAS

Salt Lake Park
Municipal Bldg.
3401 East Florence Ave.

Huntington Park
Community Center
6923 Salt Lake Ave.

Robert Keller Park
6550 Miles Ave

Raul R. Perez
Memorial Park
6208 Alameda St.

Freedom Park
3801 E. 61st Street

Chesley Park
Corner of Zoe Ave
and Albany St.

City –Owned
Parking Lots/Rita Street

City-Owned Parking
Lots/Ruby Street

Medians
Various Locations

Skate Park
3401 E. Florence Ave

Community Center
6923 Salt Lake Ave

Any and all City owned
properties and buildings

City Hall Bldg.
6500 Miles Ave

Police Dept. Bldg.
6542 Miles Ave

Police Annex Bldg.
6538 Miles Ave

Library
6518 Miles Ave

Shelters two (2):

Senior Park – One (1) shelter
6923 Salt Lake Avenue, Huntington Park, CA 90255

Keller Park – One (1) shelter
6550 Miles Avenue, Huntington Park, CA 90255

SPORTS FIELD MAINTENANCE

Baseball/Softball Infield Maintenance – Salt Lake Park

Skin/Baseline Areas

Maintain a level surface with uniform consistency throughout the areas. Problems areas include edges, player position areas, sliding, and lead-off areas.

Daily Maintenance: Drag, level, rake, wet down.

Weekly Maintenance: Scarify ½” deep, level depressions (pack firm with 3-ton roller if rain eminent).

Monthly Maintenance: Re-screen surface, scarify, and add Hilltopper mound clay, level.

Annual Maintenance: Scarify and add Angel Mix as needed. Laser level every two (2) years. Add Hilltopper mound clay as needed. Salt Lake Park dethatching the perimeter of the infield (2' from infield edge) and around the warning track of fields once (1) per year.

Laser Leveling – Every 2 years.

Dragging Equipment / Techniques: The following dragging techniques shall be applied to all baseball/softball infields. All dragging should avoid the grass edges by staying at least one foot away – the area next to the grass edge should be hand raked.

a. Scarifying drag: loosens and mixes the top ½", or so, of skin material (Hilltopper mound clay) with the conditioner (topdressing) material typically consisting of Hilltopper mound clay. Scarifying drags also level the cleat marks created in the skin base Hilltopper mound clay. Baselines should be dragged by hand if there is grass on both sides.

b. Leveling drag: fills in minor swales created from sliding and concentrated cleat activity at the player position areas and baselines. Care should always be taken when dragging near the grass edges to avoid moving any loose soil into the grass thus contributing to the lip problem. For best results on the skin area, dragging with a level drag should be in circles with a minimum turning radius of the equipment used to pull the drag. A medium turning radius at a slow speed prevents the tires on the equipment from digging into the Hilltopper mound clay base. Keeping the turning radius the same and overlapping the drag width half way from the previous drag pass will help ensure a more uniform and level surface.

c. Grooming drag: puts the finishing touches on the leveling process by eliminating any ridges created by the scarifying and leveling drags. It also helps establish a more uniform distribution of the conditioner or top dressing material.

Edges: The infield/outfield edges require daily maintenance. Lightly raking or sweeping away any loose infield material in the grass on a daily basis will greatly reduce lip buildup. Periodically, the edges will require reestablishment every week by setting up a taught string line stretched from one base cutout to the other. Then, with a power edger, cut along the string line to cut grass stolon's and straighten the edge line. Once the edge has been cut remove any loose grass debris – this may involve the use of a hoe to remove any Bermuda grass that has become anchored on the skin side of the edge. With a re-defined edge add enough infield skin mix necessary to re-level the edge line and compact with a small hand roller. One should be able to stand on the edge line (straddling the grass and skin) without feeling any elevation difference.

Daily Maintenance: Rake/broom level.

Weekly Maintenance: Maintain level grade.

Monthly Maintenance: Re-screen surface, scarify, and add Hilltopper mound clay, level.

Annual Maintenance: Scarify, add Angel Mix as needed, laser level, add Hilltopper mound clay as needed.

Moisture Management: The key component to any good infield skin and baseline is proper moisture within the soil profile. Proper moisture can take a poor performing infield and turn it into one of superior performance.

Daily Maintenance: Apply even moisture.

Pitcher's Mound / Home Plate Area:

Daily pitcher's mound and home plate maintenance is required.

Repair holes on the mound and in the batter and catcher boxes utilizing this 5-step process:

Step 1: Using a kitchen broom remove all loose soil from holes – the base of the hole should be firm and hard.

Step 2: Using a pump-up sprayer or a hose with an on/off nozzle set to a trickle wet the base of the hole to the point where the Hilltopper mound clay in the bottom of the hole becomes sticky and slightly slimy – make sure the edges of the hole are wet as well.

Step 3: Add moist Hilltopper mound clay material to the hole.

Step 4: Compact the applied Hilltopper mound clay material with a tamper making sure the compaction is occurring throughout the entire area of the hole. Compact area until it is level with the surrounding surface.

Step 5: Keep Hilltopper mound clay moist for best playability and minimal disruption – apply light amounts of water as needed to prevent Hilltopper mound clay from drying out and cracking. Use of tarps will help retain moisture within the Hilltopper mound clay during hot sunny days.

Key mound repair areas will include the launch area (next to the rubber), the landing area (approximately 5 feet down the slope from the rubber), and the follow-through area (approximately 3 feet to the right and left of the landing area).

Key home plate areas will include the holes in both batters boxes, the catchers box, the start line toward 1st base (typically located just outside the right batter's box and in line with the foul line), and the sliding area into home plate from the 3rd base side.

Mound Maintenance

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Reestablish perch/slope.

Monthly Maintenance: Reestablish circle, reestablish height.

Annual Maintenance: Reestablish circle, height, perch, slope, rotate rubber, and laser level.

Batter Boxes

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Re-level area.

Bullpen Maintenance

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Reestablish perch/slope.

Monthly Maintenance: Reestablish height.

Annual Maintenance: Rotate pitching rubber.

Baseline Maintenance

Daily Maintenance: Drag, level, rake, chalk.

Weekly Maintenance: Power edge, scarify, level.

Monthly Maintenance: Add Angel Mix as needed.

Annual Maintenance: Edge, scarify, laser level.

Base Maintenance

Daily Maintenance: Check anchors/sleeves and rubber.

Weekly Maintenance: Paint white on Fridays with paint diluted 10:1 (water: paint).

Monthly Maintenance: Repair/replace as needed.

Annual Maintenance: Repair/replace as needed.

Field Turf Maintenance Guidelines – Salt Lake Park (SEE ATTACHMENT “A”)

Bermuda grass maintenance (Apr-Oct)

Mowing: Once Bermuda grass comes out of dormancy begin mowing at $\frac{3}{4}$ " height to reduce shade from cool-season grasses and allow more heat to the crown of the

Bermuda plant with a reel mower. Mowing frequency should be 1x per week. Clippings can be left if the 1/3 rule is followed. Hybrid Bermuda prefers a mowing height of ½"- ¾".

Fertilization: Apply a complete fertilizer at a rate of 1 lb. of N per 1000 sf every month. In June and July the amount of N shall be increased to 1.5 lbs. per 1000 square feet or an additional application of ½ lb. per 1000 square feet can be applied two weeks following the 1 lb. N application. The ratio of nitrogen (N) to potassium (K) should be close to equal with phosphorous (P) and ¼ that of N and K. Fertilizer selected should include some secondary nutrients (calcium, magnesium, and sulfur) as well. Apply micro nutrients (iron, manganese, zinc, copper and boron) at the label rate in June and July – this can be either in granular form or liquid form if spray equipment is available.

Dethatching: Vertical mow all turf grass areas in June or July at the completion of field activity. Vertical cutting blades should be spaced approximately every ¾" and set to the depth of the soil surface. If equipment has vertical blade spacing greater than 2" then make 2 passes at right angles over entire area. Debris should be removed. Vertical mowing will provide some viable stolon's that can be placed in heavily worn areas for establishment. Aeration: All sports field turf areas should be core aerified every month. Deep-tine aeration is to be performed once a year in the summer when the fields are not in use. Depending on the depth of irrigation pipes aerating to a 12" depth is required. If deep-tine aeration is not an option then core aerating to a minimum of 3" is recommended. Cores must be collected from the field at the conclusion of each work day.

Topdressing: Topdressing should be performed at the same time aeration takes place. Topdressing mix should consist of 90% washed medium sand (.5mm-.25mm) and 10% finely composted organic material. Application rate should be approximately 40 cubic yards per acre.

Perennial Ryegrass / Tall Fescue Maintenance (Oct-Apr)

Mowing: Raise the height of cut to 1" and mow 1x per week. Mowing should be done with a reel type mower. Clippings can be left if the 1/3 rule is followed. Aeration: All sports field turf areas should be core aerified every month. Deep-tine aeration is to be performed once a year in the summer when the fields are not in use. Depending on the depth of irrigation pipes aerating to a 12" depth is required. If deep-tine aeration is not an option then core aerating to a minimum of 3" is recommended. Cores must be collected from the field at the conclusion of each work day.

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Mowing: Raise the height of cut to 1" and mow 1x per week. Mowing should be done with a reel type mower. Clippings can be left if the 1/3 rule is followed.

Adherence to All Local, State and Federal Laws and Requirements

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FEDOSHA, EPA, and the California State Department of Health Services.

Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

The Contractor shall be responsible for, but not limited to, the following:

- 1) Adherence to schedules;
- 2) Maintenance or replacement of cleaning equipment;
- 3) Notifying City of any personnel changes; and
- 4) Training of new personnel.

A. Supervisors

The Contractor shall provide qualified English speaking supervision in all areas of operations. The supervision shall work with City of Huntington Park personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent, and skilled for work under this contract.

The Contractor shall designate in writing to the City's Supervisor, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Sunday 7:30 a.m. through 5:00 p.m. The Contractor's Project Manager

shall be the contract supervisor. Two working supervisors are required during all shifts. The working supervisors shall verify the cleanliness of facilities prior to releasing Contractor personnel each day.

The Contractor shall have two competent working supervisors on the job at all times when custodial services are being performed. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation by the Contractor's personnel of these requirements, or others established by the City, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Supervisor, for repeated non-compliance of these requirements or for any or no reason.

Contractor shall meet in conference with the City's Supervisor or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested. (Contractor will be responsible for completing weekly inspection reports on all facilities). At a minimum, inspection reports for the previous one month period shall be reviewed by the City's Supervisor or designee and the Contractor's Project Manager at the first meeting of the following month.

B. Personnel

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Public Works Superintendent immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When, in the opinion of the City, an employee constitutes a security risk, his/her employment on the contract will be denied.

1. Background Check: The Contractor's employees who will work in buildings owned by the City of Huntington Park shall be required to be cleared through the City of Huntington Park Police Department Criminal Investigation procedure prior to employment. The cost of this background check will be the responsibility of the Contractor. Upon receipt of notice of award from City of Huntington Park, the Contractor must supply personnel information within ten (10) working days.

2. Health: All personnel shall be in good health and free of contagious diseases.

The Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the buildings. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

3. Identification and Uniforms: All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants, and be mutually agreed to by the Contractor and City. Uniforms will at all times be clean and neat in appearance. Closed-toe and heeled shoes shall be worn for proper

safety during tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. This requirement includes all remote locations. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave the City facilities. There is no exception to this requirement, which is to ensure only authorized Contractor's employees are in City facilities.

4. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work at the sole direction and discretion of the City.

5. **Supervision:** Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.

6. **Training:** Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.

7. **Nondiscrimination:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

C. Employee List

The Contractor shall provide to the City an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of drivers licenses, and social security cards. Changes to the list shall be reported, in writing, to the City within one working day. Employees terminated by the Contractor shall be reported the day to the City, unless it is after hours, then the next business morning shall be acceptable.

D. Removal of Staff

The City requires the Contractor to remove all Contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the

contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

E. Backup Staff

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

F. Unauthorized Personnel

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in or on City facilities or premises.

G. Prohibited Items

Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

H. City & Personal Property of City Personnel

The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the City's Public Works Superintendent within twenty-four (24) hours.

I. Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '911') and notification to the Huntington Park Police Department of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.

J. Hours of Work

The Contractor shall provide no less than the minimum number of estimated hours per evening as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum per building may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The City shall be the sole judge of any performance discrepancies.

K. Care of Facilities

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's supervisor or lead custodian. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the City's Communication Center by dialing 911 and shall then call or Public Works Superintendent, or his designee, immediately. Contractor shall report all required non-emergency repairs by contacting the Public Works Superintendent, or his designee.

1. Security: Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by City personnel. Keys shall not be left in the door locks. The Contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Public Works Superintendent or his/her designee.

All work spaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the Contractor will be furnished by the City to designated Contractor employees and shall be returned to the City on demand. Electronic security systems (where installed) shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the Contractor is in the space.

The Contractor is not to block open occupant or exterior doors for any reason. The Contractor is not to assist entry of anyone except Contractor, employees, or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and City personnel problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

2. Keys: The Contractor may be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the Contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated.

3. Alarm System: Where applicable, the Contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should the Contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

4. Damages: The Contractor will be responsible for all damages to the facility or contents caused by the Contractor or their staff during the performance of their duties.

5. Protection & Restoration: The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

6. Removal of items: The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Huntington Park in writing.



2016

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT

(Engagement: Landscape Maintenance Services for the City)

(Parties: City of Huntington Park – Bennett Landscape)

THIS FIRST AMENDMENT (the “First Amendment”) to Landscape Maintenance Services Agreement is made and entered into this 1st day of November, 2016 by and between the City of Huntington Park, a municipal corporation (hereinafter, “CITY”) and Bennett Landscape, a Corporation (hereinafter, “CONTRACTOR”) and expiring on October 31, 2019. For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.”

RECITALS

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

WHEREAS, on or about September 21, 2015, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Landscape Maintenance Services) (hereinafter, the “Master Agreement”) which is attached hereto as Exhibit “A”; and

WHEREAS, the Master Agreement provides that the initial term would be for one (1) year, with the option of two (2) one (1) year extensions. The option to extend may be exercised in the CITY’s sole discretion by providing written notice of its intent to extend the Master Agreement; and

WHEREAS, the Parties desire to amend the Master Agreement by modifying the term of the Master Agreement from a one (1) year term with two (2) one (1) year options to extend, to a two (2) year term without options to extend the agreement.

WHEREAS, Section 6.16 of the Master Agreement provides for written amendments and modifications if approved by both Parties.

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

1. Term. Section 1.2 of the Master Agreement is hereby amended to be replaced with the following: This Agreement shall have a term of two (2) years beginning November 1, 2016 and expiring on October 31, 2019 with no extensions of term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

2. Scope of Services. Section 1.1 of the Master Agreement is hereby revised. Contractor agrees to perform the services set for in Exhibits B and C of this First Amendment, attached hereto, which is incorporated herein by the reference, in accordance with the terms and conditions of the Master Agreement.

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

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

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

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

CITY OF HUNTINGTON PARK:

By: _____
Edgar P. Cisneros
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

Date: _____

BENNETT LANDCARE:

By: _____
Name: _____

Its: _____

Date: _____

Exhibit A to Attachment B

-See Current Bennett Landcare Contract (Attachment A)-

ATTACHMENT "A"

SCOPE OF WORK

The Contractor shall utilize green products whenever possible. A list of green products to be utilized by the Contractor shall be pre-approved by the City prior to use. The Scope of Services are as follows:

LAWN CARE

Lawns shall be mowed turf-grass one (1) time per week during the months of January through September, Turf-grass shall be mowed every-other-week during the months of October through December. The Contractor may mow one (1) time per week during the months of October thru December a no additional cost to the City as directed by the City. The cutting edge of all mowing equipment shall be kept in a sharp condition, free of organic material, and they shall be kept in proper adjustment. Rough cutting of grass will not be permitted. Prior to mowing, all trash and foreign materials are to be removed from lawn areas. All areas containing Kikuyu grass or Bermuda grass, as the primary grass shall be mowed at 3/4 height. All areas with bluegrass or perennial rye grass as the primary grass shall be mowed with a rotary or reel type mower at a minimum height of 2 inches in dry warm weather and 1 1/2 inches during the cool rainy season as determined by the City. Edging of all turf areas adjacent to hardscape including but not limited to paving, curbs, gutter, sidewalk, etc. must be completed monthly and on an as needed basis so that no turf overhangs hardscape area to the satisfaction of the Director of Public Works or designee. Trimming of vegetation around all trees, fences, walls, and any other vertical surfaces and/or obstacles shall be completed at a minimum of monthly and as needed to the satisfaction of the Director of Public Works or designee.

Lawns and hardscapes on City property or within City right-of-way shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers. Extreme caution shall be observed, if selective weed killers are used, not to damage any other plants. If spraying is done, it shall only be done at times when there is no wind.

The Contractor is responsible to over seed all damaged or bare turf areas on a continual basis to re-establish turf to an acceptable quality as determined by the City on any City owned property, field or otherwise, and within the City right-of-way. This task shall be performed at no additional cost to the City. Reseeded areas shall receive supplemental water by hand or portable sprinkler as needed to establish turf. The top dress material, seed, and application rate shall be as approved by the City.

The Contractor shall be responsible for removal of all litter and debris from turf, hardscape, and any City property and right-of way prior to mowing and performing landscape maintenance services. All trash receptacles shall be emptied and liners replaced as needed and directed by the City, all debris or litter created by or worsened by the mowing operation shall be removed prior to the crew leaving the site. Failure to do so will result in the issuing of a Deficiency Notice and a deduction from the monthly payment reflecting the cost to clean up the debris. Termination notice may be issued at any time for any reason without notice or cause as determined by the City.

Landscape maintenance and replacement of landscaping and landscaping materials, weed abatement City wide including City owned properties such as (bus stops, benches, and Parklet locations), and within all City right-of-way shall be included at no additional cost.

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in turf, planters, cracks, curbs and gutters, or expansion joints on City property, City right-of-way, and areas contiguous to the City landscape.

IRRIGATION SYSTEMS

Before beginning the maintenance program, the Contractor shall inspect all systems and report damages or incorrect operation to the Director or designee. The Contractor will be responsible for the operation of the irrigation system and maintenance of sprinkler heads, risers, solenoid valves, mainline, and lateral lines.

Specifically, the Contractor shall perform the following:

Where the installed sprinkler system does not cover the area adequately, the Contractor shall provide his own sprinklers and hoses to adequately water the area, until he makes permanent changes to correctly cover the area.

Repair and adjust all heads to maintain proper coverage.

Remove the last head from each system and flush the lines, as required or directed.

Repair and replace any equipment damaged as a result of contract operations at the Contractor's expense. All replacements to be original type equipment or equal.

Contractor to provide materials for repair and extension of irrigation systems, including piping, connections, risers, sprinkler heads and valves.

Inspect all automatic systems as needed but not less than on a weekly basis to insure proper operation of system. Repair or replace valve or other malfunctions.

Contractor shall provide automatic moisture sensitive control irrigation systems which shall restrict the operation of said systems during rainy periods.

Contractor shall be responsible for cascading and setting controllers.

All irrigation systems shall automatically turn off during rainy days.

Watering of planters shall be controlled to avoid excessive drainage on sidewalk and/or hardscape creating a hazard and staining.

Irrigation of general areas controlled by automatic time clocks shall be watered between 11:00 p.m. and 6:00 a.m.

Manual irrigation shall be performed during normal working hours except when prohibited by Local, Regional, State, or Federal regulations or mandates.

MEDIANS

All specifications listed for Shrub, Groundcover, and General Turf Maintenance shall apply to Median Service Areas. In addition to landscape and turf maintenance the Contractor is responsible for the maintenance and weed abatement of all hard surface areas such as curbs, gutters, concrete safety strips, sidewalks, and patterned concrete surfaces, which are part of the median.

All hard surface areas on all medians shall be inspected weekly and maintained in a neat, clean, and safe condition at all times. The hard surface areas shall be kept “weed free” at all times.

All hard surface areas shall be cleaned monthly or more frequently, as needed, to remove all deposits of litter, silt, sand, dirt, weeds, grass or other debris. The use of vacuums is required for the monthly service on all hardscape areas on the medians. All materials shall be removed from the site and be properly disposed of by the Contractor.

Plant material shall not be allowed obstruct any site line of vehicular traffic, and shall be kept below thirty-six (36”) in height as measured from the road surface in any area where traffic site lines may be impacted. A City representative may provide direction as requested for proper maintenance.

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in turf, planters, cracks, curbs and gutters, or expansion joints on City property, City right-of-way, and areas contiguous to the City landscape.

All maintenance personnel shall wear safety vests and personal protective equipment while working in the public right-of-way and when working on medians, and at no time shall work be performed in the roadway without a City approved Traffic Control Plan in compliance with the CAMUTCD and all required traffic control signage in place.

Contractor is responsible for insuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.

PICNIC SHELTERS

Contractor shall be responsible for the cleaning and trash pickup of all City shelters including the below shelters as needed and directed but not less than once daily. A City representative may provide weekly schedule of Picnic Shelter reservation(s):

Senior Park – 1 Shelter

6923 Salt Lake Avenue

Huntington Park, CA 90255

Keller Park – 1 Shelter

6550 Miles Avenue

Huntington Park, CA 90255

LAWN TRIMMING

All edges shall be trimmed after each cutting or more often as necessary. Trimming shall include cutting all grass along walls, fences, curbs, sidewalks, shrubs, tree trunks, poles, or any other object immediately adjacent to the lawn areas and weed removal.

The trimming shall be done by power edgers or by hand, but in no case will soil sterilants or other types of herbicides be permitted for use in edging. Immediately after trimming, a contact herbicide approved by the State Department of Agriculture and the City may be applied around the base of trees and sprinkler heads but shall not exceed 2" beyond the perimeter of the head. Spray around trees shall not exceed 6" from the base of the tree. No herbicide is to come in contact with the tree. Herbicides used along walls shall not exceed 4" from the base of wall.

Trim around sprinkler heads as necessary to provide maximum water coverage.

Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings and other structures. Damage shall be reported to the Director or designee and repairs made at the Contractor's expense.

After trimming, all debris shall be raked off the lawn, swept off of sidewalks and paved areas, and collected for disposal.

LAWN RENOVATING

Lawns at all City properties shall be renovated (*Dethatching and top dressing*) once each year. Dethatching shall be done in October. Contractor shall over seed all turf areas immediately after dethatching. Seed with perennial rye grass approved by the Director or designee, at recommended seed rates with sodding as needed, in January/February. This shall include dugout areas and any areas as directed by the City.

All lawn depressions shall be brought level to grade with topsoil and reseeding as necessary and as directed by the City.

Infield turf areas on Baseball Diamonds shall be renovated to include, dethatching, over seeding, top dressing, and sodding as needed and as directed by the City, in January/February. This shall include dugout areas and any area as directed by the City.

LAWN WATERING

Lawns shall be deeply watered, as weather conditions require providing adequate moisture for optimum growth. Lawns shall at no time show a lack of fresh green color or a loss of resilience due to lack of water. Irrigation shall be done between 11:00 p.m. and 6:00 a.m.

Wherever the permanently installed sprinkler system does not adequately cover the areas, the Contractor shall set out additional hoses and sprinklers as required to uniformly irrigate all areas.

Excessive water in streets shall be avoided. Every effort will be made to conserve water. Automatic controllers shall be programmed so as to keep lawn areas in a green healthy condition, utilizing the least amount of water.

All recently reseeded areas shall be watered to prevent excessive run-off or ponding, but shall also be watered on a regular basis to ensure germination.

Manual watering of newly planted trees and/or any trees that do not have automatic irrigation and/or are not fully established is required.

LAWN FERTILIZING

Lawns shall be fertilized at least two times a year. Application shall be at the rate of 3 to 4 pounds of actual nitrogen per 1,000 square feet per year. One of the applications shall be of a complete or balanced fertilizer containing not less than 4 percent phosphorous and 4 percent potassium in addition to nitrogen. Iron and other elements shall be included if required to correct soil deficiencies.

The Director or designee shall be notified prior to application of fertilizers. All turf areas shall be aerated prior to fertilization by removing 2" deep cores of sod with an aerator machine at not more than 6" spacing.

The second application shall be of straight nitrogen fertilization. Lawns shall be watered immediately after fertilization to prevent burning of grass.

SHRUB AND GROUND COVER WATERING

Contractor shall water trees, shrubs and ground cover deeply and slowly to establish moisture to the full depth of the root zone. Watering shall be done in a manner to avoid erosion, excessive run-off, or creation of a waterlogged soil condition. Hoses and sprinklers shall be used to supplement the sprinkler system where necessary to insure complete coverage. In areas where no such sprinkler system exists, the Contractor shall water with hoses or other apparatus as necessary, to insure deep watering. Areas having manual valves to operate, bubbler heads, or skinner lines will be used to irrigate by the Contractor.

Trees and shrubs shall be deeply watered as weather conditions require to provide adequate moisture for optimum growth. Trees and shrubs shall at no time show a lack of fresh green color due to lack of water.

Wherever the permanently installed sprinkler system does not adequately cover the areas, the Contractor shall install a permanent irrigation system as required to uniformly irrigate all areas, at the Contractors expense.

Excessive water in streets shall be avoided. Every effort will be made to conserve water. Automatic controllers shall be programmed so as to keep planted areas in a green, healthy condition, utilizing the least amount of water practicable.

SHRUB AND GROUND COVER PRUNING

Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Excessive pruning or stubbing back will not be permitted. All cuts over one inch in diameter shall be painted with approved tree wound dressing. All pruning cuts shall be made flush and shall be cut with no damage to the surrounding bark. All dead or damaged branches shall be removed

Pruning of shrubs shall be done as needed to achieve the following:

To shape, particularly to correct misshaping caused by the wind. Maintain shape where hedged.

To raise the lower branches of trees above 7' minimum head height from ground.

Public safety shall be a prime consideration in trimming trees.

To cut back shrubs and ground cover where they encroach on the paved areas or become intertwined.

To cut back branches that are rubbing on walls, fences, and buildings, or overhanging header board areas.

To remove suckers, waterspouts, and other undesirable growths from the trees.

Oleanders shall be kept trimmed as necessary to keep all City signs clearly visible by traffic at all times.

All pruning operations will be conducted so as to provide maximum safety for the public, and shaped to conform to horticultural standards.

Major pruning of shrubs shall be done during the dormant season. Minor pruning may be done at any time.

Oleander shrubs and trees shall be trimmed after bloom season.

Contractor shall remove all dead trees, including stump grinding and turf repair.

Pruning of tree roses shall be done at the end of January/February by cutting and removing all dead and old wood and spraying with oil emulsion after pruning.

Uniformity is important, encourage weak side by pruning to produce more bloom, leave more lateral wood.

SHRUB AND GROUND COVER WEEDING

Weed and cultivate the ground cover areas, hardscape areas, and other areas as needed to keep them free of weeds. Pre-emergent weed control chemical can be used to control weeds on the hardscape.

SHRUB AND GROUND COVER STAKING

Maintain and replace stakes and guys with material equal to existing. Maintain and replace plant ties to provide support without damage to bark.

SHRUB AND GROUND COVER FERTILIZING

Fertilize all trees, shrubs, and ground cover once a year with an approved complete fertilizer. Fertilizer shall be applied in April. Fertilize at the following rates at each application: 1/4 pound per shrub; 1 pound per tree of less than 1-inch trunk diameter; 3/4 pound per tree with more than 1-inch trunk diameter; 20 pounds per 1,000 square feet of ground cover. The fertilizer for roses shall be a slow release organic-type with a 6-6-6 compositions or equal. Application of an iron fertilizer shall be used as needed throughout the year, where necessary, to maintain healthy, vigorous growth and good foliage.

SHRUB AND GROUND COVER TRIMMING

All ground cover shall be edged and cut back once every month to promote good health and appearance. A cleared circle 18" to 24" in diameter shall be maintained at base of tree in ground cover area to reduce competition for nutrients. Edge ground cover to keep in bounds as necessary to achieve an overall even appearance. Trim around sprinkler heads as needed to provide maximum water coverage. Trim Ivy and other ground cover as necessary to restrict growth from encroaching on curbs or other adjacent areas. Growth retardants may be used.

Contractor shall remove dead and damaged shrubs, and ground cover and replant with material of equivalent size, condition and variety, subject to the approval of the Director.

The Contractor, at the Contractor's expense, shall replace all plant material that has died as determine by the Director. This includes turf, ground cover, shrubs, and trees. Plants destroyed by vandalism, outside construction, or by City forces shall be the responsibility of the Contractor and replaced at the Contractor's expense.

Annual flowers shall be replaced and planted three times a year and more often, if required, by the Contractor as determined by the Director. Flowers to be furnished by Contractor. There shall be no alterations in existing landscape without prior consent by the Director.

SHRUB PLANTING

Planting located within 50 feet of any railroad crossing shall not be permitted to grow to a height in excess of four feet above the top of the railroad's adjacent tracks. Adequate cultural care shall be undertaken by Contractor to insure strict compliance with said height restriction. Planting shall not be permitted to foul any water lines nor shall planting be located less than 15 feet from the centerline of railroad tracks.

SHRUB CARE - CIVIC CENTER

Camellias and Azaleas and all plants located between the County Court Building, City Hall Building, and the Police Building shall be raked out weekly or more often as needed to keep areas free of leaves and litter. Azalea and Camellia shrubs and trees shall be trimmed after the bloom season.

PLANTS

As plants expire, Contractor will replace with drought tolerant plants per the City's direction and approval at the Contractor's expense.

REQUIRED REPORTS/MEETINGS

Contractor shall be responsible for the filing of all required records and reports, including but not limited to the Notice of Intent to Apply and Pesticide Use Reports, as specified by all county, state, and federal agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City and Agricultural Commissioner monthly, with the exception of the Notice of Intent to Apply, which shall be submitted prior to the application of pesticides.

Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity of chemical, method of application, and environmental data. A copy of this report shall be submitted to the City at the end of each month. Failure to do so will result in a deficiency and possible deduction in payment.

A pest monitoring report for each site shall be submitted to the City by the first day of each month. This report shall include the site number, date identification, extent, and location of pest problems (if any), record of previous control measures, name of inspecting personnel, and proposed control measures if deemed necessary.

The City shall be notified verbally within forty-eight (48) hours and in writing within five (5) working days of any new pest problems previously unreported and observed by the Contractor.

Contractor shall provide Public Works and Parks and Recreations with a weekly report of what was completed and what the Contractor will be working on. Contractor will also have bi-monthly meetings with Public Works and Parks and Recreations.

PEST CONTROL

Landscaped areas (shrub and ground cover)

Weed control

All landscaped areas, hardscape areas, and all City owned and within City right-of-way areas including sidewalks and parkways shall be treated with appropriate pre-emergent herbicide at the recommended rate according to the label.

All areas within the boundaries of the site, which are not landscaped, shall be treated monthly to eliminate weeds. All weeds that are four (4) inches and above shall be removed mechanically or by hand.

Snail Control

Snails shall be controlled on an as needed basis on all plan material, as determined by the Director.

Insect and Disease Control

All landscaped areas shall receive appropriate treatment with EPA registered pesticides for any insect or disease which causes or may cause damage to plants.

WEED CONTROL – PAVED SURFACES

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in concrete walkways, sidewalks, cracks, or expansion joints on all City owned and City right-of-way property, and in areas contiguous to the City landscape. All weeds that are four (4) inches and above shall be removed mechanically or by hand.

HOLIDAYS

The following ten (10) days are City holidays on which Contractor shall provide service. Contractor shall also provide service on the day after these holidays. Parks shall be serviced by 12 P.M. There will be a fine, the cost to replace these services, if Contractor does not provide service on the following day after a holiday.

| | |
|--------------------------|--------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Day | Veteran's Day |
| President's Birthday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day thru January 1st |

Restrooms

The Contractor shall provide service, including the cleaning of restrooms twice a day, on every Saturday and Sunday.

Weekends

Contractor will open and close the below parks on weekends:

| | |
|-----------------------------|-----------------------------|
| Salt Lake Park at 6:00 a.m. | Perez Park at 9:00 a.m. |
| Keller Park at 6:00 a.m. | Chesley Circle at 6:00 a.m. |
| Freedom Park at 6:00 a.m. | |

MAINTENANCE WORK AREAS INCLUDE ALL CITY PROPERTY AND CITY RIGHT-OF-WAY INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

Salt Lake Park
Municipal Bldg.
3401 East Florence Ave.

Huntington Park
Community Center
6923 Salt Lake Ave.

Robert Keller Park
6550 Miles Ave

Raul R. Perez
Memorial Park
6208 Alameda St.

Freedom Park
3801 E. 61st Street

Chesley Park
Corner of Zoe Ave
and Albany St.

City –Owned
Parking Lots/Rita Street

City-Owned Parking
Lots/Ruby Street

Medians
Various Locations

Skate Park
3401 E. Florence Ave

Community Center
6923 Salt Lake Ave

Any and all City owned
properties and buildings

City Hall Bldg.
6500 Miles Ave

Police Dept. Bldg.
6542 Miles Ave

Police Annex Bldg.
6538 Miles Ave

Library
6518 Miles Ave

All Shelters including but not limited to the following:

Senior Park – One (1) shelter
6923 Salt Lake Avenue, Huntington Park, CA 90255

Keller Park – One (1) shelter
6550 Miles Avenue, Huntington Park, CA 90255

ALL CITY OWNED SPORTS FIELDS MAINTENANCE

Baseball/Softball Infield Maintenance

Skin/Baseline Areas

Maintain a level surface with uniform consistency throughout the areas. Problems areas include edges, player position areas, sliding, and lead-off areas.

Daily Maintenance: Drag, level, rake, wet down.

Weekly Maintenance: Scarify ½” deep, level depressions (pack firm with 3-ton roller if rain eminent).

Monthly Maintenance: Re-screen surface, scarify, and add Hilltopper mound clay, level.

Annual Maintenance: Scarify and add Angel Mix as needed. Laser level every two (2) years. Add Hilltopper mound clay as needed. Salt Lake Park dethatching the perimeter of the infield (2' from infield edge) and around the warning track of fields once (1) per year.

Reseed, water, and maintain all soccer fields and turf at parks and all city landscape areas and hardscape including Pacific Boulevard as directed at no additional cost to the City.

Laser Leveling – Every 2 years.

Dragging Equipment / Techniques: The following dragging techniques shall be applied to all baseball/softball infields. All dragging should avoid the grass edges by staying at least one foot away – the area next to the grass edge should be hand raked.

a. Scarifying drag: loosens and mixes the top ½", or so, of skin material (Hilltopper mound clay) with the conditioner (topdressing) material typically consisting of Hilltopper mound clay. Scarifying drags also level the cleat marks created in the skin base Hilltopper mound clay. Baselines should be dragged by hand if there is grass on both sides.

b. Leveling drag: fills in minor swales created from sliding and concentrated cleat activity at the player position areas and baselines. Care should always be taken when dragging near the grass edges to avoid moving any loose soil into the grass thus contributing to the lip problem. For best results on the skin area, dragging with a level drag should be in circles with a minimum turning radius of the equipment used to pull the drag. A medium turning radius at a slow speed prevents the tires on the equipment from digging into the Hilltopper mound clay base. Keeping the turning radius the same and overlapping the drag width half way from the previous drag pass will help ensure a more uniform and level surface.

c. Grooming drag: puts the finishing touches on the leveling process by eliminating any ridges created by the scarifying and leveling drags. It also helps establish a more uniform distribution of the conditioner or top dressing material.

Edges: The infield/outfield edges require daily maintenance. Lightly raking or sweeping away any loose infield material in the grass on a daily basis will greatly reduce lip buildup. Periodically, the edges will require reestablishment every week by setting up a taught string line stretched from one base cutout to the other. Then, with a power edger, cut along the string line to cut grass stolon's and straighten the edge line. Once the edge has been cut remove any loose grass debris – this may involve the use of a hoe to remove any Bermuda grass that has become anchored on the skin side of the edge. With a re-defined edge add enough infield skin mix necessary to re-level the edge line and compact with a small hand roller. One should be able to stand on the edge line (straddling the grass and skin) without feeling any elevation difference.

Daily Maintenance: Rake/broom level.

Weekly Maintenance: Maintain level grade.

Monthly Maintenance: Re-screen surface, scarify, and add Hilltopper mound clay, level.

Annual Maintenance: Scarify, add Angel Mix as needed, laser level, add Hilltopper mound clay as needed.

Moisture Management: The key component to any good infield skin and baseline is proper moisture within the soil profile. Proper moisture can take a poor performing infield and turn it into one of superior performance.

Daily Maintenance: Apply even moisture.

Pitcher's Mound / Home Plate Area:

Daily pitcher's mound and home plate maintenance is required.

Repair holes on the mound and in the batter and catcher boxes utilizing this 5-step process:

Step 1: Using a kitchen broom remove all loose soil from holes – the base of the hole should be firm and hard.

Step 2: Using a pump-up sprayer or a hose with an on/off nozzle set to a trickle wet the base of the hole to the point where the Hilltopper mound clay in the bottom of the hole becomes sticky and slightly slimy – make sure the edges of the hole are wet as well.

Step 3: Add moist Hilltopper mound clay material to the hole.

Step 4: Compact the applied Hilltopper mound clay material with a tamper making sure the compaction is occurring throughout the entire area of the hole. Compact area until it is level with the surrounding surface.

Step 5: Keep Hilltopper mound clay moist for best playability and minimal disruption – apply light amounts of water as needed to prevent Hilltopper mound clay from drying out and cracking. Use of tarps will help retain moisture within the Hilltopper mound clay during hot sunny days.

Key mound repair areas will include the launch area (next to the rubber), the landing area (approximately 5 feet down the slope from the rubber), and the follow-through area (approximately 3 feet to the right and left of the landing area).

Key home plate areas will include the holes in both batters boxes, the catchers box, the start line toward 1st base (typically located just outside the right batter's box and in line with the foul line), and the sliding area into home plate from the 3rd base side.

Mound Maintenance

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Reestablish perch/slope.

Monthly Maintenance: Reestablish circle, reestablish height.

Annual Maintenance: Reestablish circle, height, perch, slope, rotate rubber, and laser level.

Batter Boxes

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly basis or as often as directed maintenance: Re-level area.

Bullpen Maintenance

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Reestablish perch/slope.

Monthly Maintenance: Reestablish height.

Annual Maintenance: Rotate pitching rubber.

Baseline Maintenance

Daily Maintenance: Drag, level, rake, chalk.

Weekly Maintenance: Power edge, scarify, level.

Monthly Maintenance: Add Angel Mix as needed.

Annual Maintenance: Edge, scarify, laser level.

Base Maintenance

Daily Maintenance: Check anchors/sleeves and rubber.

Weekly Maintenance: Paint white on Fridays with paint diluted 10:1 (water: paint).

Monthly Maintenance: Repair/replace as needed.

Annual Maintenance: Repair/replace as needed.

Field Turf Maintenance Guidelines – All Parks (SEE ATTACHMENT “B”)

Bermuda Grass Maintenance

Mowing: Once Bermuda grass comes out of dormancy begin mowing at $\frac{3}{4}$ " height to reduce shade from cool-season grasses and allow more heat to the crown of the Bermuda plant with a reel mower. Mowing frequency should be 1x per week. Clippings can be left if the 1/3 rule is followed. Hybrid Bermuda prefers a mowing height of $\frac{1}{2}$ "- $\frac{3}{4}$ ".

Fertilization: Apply a complete fertilizer at a rate of 1 lb. of N per 1000 sf every month. In June and July the amount of N shall be increased to 1.5 lbs. per 1000 square feet or an additional application of $\frac{1}{2}$ lb. per 1000 square feet can be applied two weeks following the 1 lb. N application. The ratio of nitrogen (N) to potassium (K) should be close to equal with phosphorous (P) and $\frac{1}{4}$ that of N and K. Fertilizer selected should include some

secondary nutrients (calcium, magnesium, and sulfur) as well. Apply micro nutrients (iron, manganese, zinc, copper and boron) at the label rate in June and July – this can be either in granular form or liquid form if spray equipment is available.

Dethatching: Vertical mow all turf grass areas in June or July at the completion of field activity. Vertical cutting blades should be spaced approximately every $\frac{3}{4}$ " and set to the depth of the soil surface. If equipment has vertical blade spacing greater than 2" then make 2 passes at right angles over entire area. Debris should be removed. Vertical mowing will provide some viable stolon's that can be placed in heavily worn areas for establishment. Aeration: All sports field turf areas should be core aerified every month. Deep-tine aeration is to be performed once a year in the summer when the fields are not in use. Depending on the depth of irrigation pipes aerating to a 12" depth is required. If deep-tine aeration is not an option then core aerating to a minimum of 3" is recommended. Cores must be collected from the field at the conclusion of each work day.

Topdressing: Topdressing should be performed at the same time aeration takes place. Topdressing mix should consist of 90% washed medium sand (.5mm-.25mm) and 10% finely composted organic material. Application rate should be approximately 40 cubic yards per acre.

Perennial Ryegrass / Tall Fescue Maintenance

Mowing: Raise the height of cut to 1" and mow 1x per week. Mowing should be done with a reel type mower. Clippings can be left if the 1/3 rule is followed. Aeration: All sports field turf areas should be core aerified every month. Deep-tine aeration is to be performed once a year in the summer when the fields are not in use. Depending on the depth of irrigation pipes aerating to a 12" depth is required. If deep-tine aeration is not an option then core aerating to a minimum of 3" is recommended. Cores must be collected from the field at the conclusion of each work day.

Topdressing: Topdressing should be performed at the same time aeration takes place. Topdressing mix should consist of 90% washed medium sand (.5mm-.25mm) and 10% finely composted organic material. Application rate should be approximately 40 cubic yards per acre.

Perennial Ryegrass / Tall Fescue Maintenance

Mowing: Raise the height of cut to 1" and mow 1x per week. Mowing should be done with a reel type mower. Clippings can be left if the 1/3 rule is followed.

YOU BOUGHT THE BEST.
NOW GIVE IT THE CARE IT DESERVES



MAINTENANCE GUIDELINES



WELCOME TO FIELDTURF!

It is my great pleasure to welcome you to the FieldTurf family. Thank you for putting your trust in our hands. Together, we are making a commitment to thousands of athletes who will play on your new field for years to come. This is the beginning of a long-term partnership between our two organizations.

Please take the opportunity to read through these maintenance guidelines. They are here to make your life as easy as possible. We recommend that all maintenance personnel review the guidelines and watch FieldTurf's maintenance DVD that demonstrates procedures, equipment usage, general maintenance guidelines, cleaning products, and frequently asked questions.

Have a question that you need answered? Our dedicated team is there to help with any questions. Our team guarantees fast and effective solutions for all your needs.

Phone: 1-800-724-2969

E-Mail: customerservice@fieldturf.com

Welcome to the family!

Sincerely,

Eric Dalieri

President

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GETTING STARTED – THE ESSENTIALS MAINTENANCE GUIDELINES ACCEPTANCE FORM

Ensure that the Maintenance Guidelines are read and understood by the proper maintenance personnel and that the Maintenance Guidelines Acceptance Form is signed and sent back to FieldTurf within 30 days of completed installation.

FieldTurf Owner's Manual Acceptance Form



Field Name: _____ **Field Location:** _____

Owner Representatives Present: (Name & Title)

1. _____ 2. _____
3. _____ 4. _____

Training Session:

Date provided: _____ Duration: _____

The following were reviewed during the session:

- FieldTurf Maintenance Guidelines BARS
 Infill Replenishment Practices (High Traffic Areas) FieldCare – New Field Program Offer

Description of Equipment Provided: _____

- Maintenance equipment assembled by installation crew
 Equipment demonstration set up on utility vehicle provided by field owner
 Field maintenance training provided by installer with "Field Demo"

| | Quantity Stock |
|---------------------------|----------------------|
| Field rolls - quantity: | <input type="text"/> |
| Sand - quantity (tons): | <input type="text"/> |
| Rubber - quantity (tons): | <input type="text"/> |
| Colored turf: | <input type="text"/> |
| Other: | <input type="text"/> |
| Date received | <input type="text"/> |
| maintenance equipment: | <input type="text"/> |

I the undersigned acknowledge having received the FieldTurf Owner's Manual for the product purchased by the owner. By signing this document the Owner confirms that the above listed items have been provided/completed in conformance with the project requirements and delivered/accepted by the owner.

Please give original copy to FieldTurf Representative and keep a photocopy for your records. **Read, Agreed and Accepted**

Authorized Personnel Name: _____ Authorized Signature: _____
Organization: _____ Date Submitted: _____
Installation Foreman: _____ Foreman Signature: _____
Certified Installer's Company: _____

MAINTENANCE LOG

Make sure all maintenance is done on a timely basis and use our maintenance log chart to keep an up to date reference of all work done on your field. This will help you keep a record of all maintenance procedures performed. It is necessary, in accordance with your FieldTurf warranty policy, to send in a copy of the completed maintenance log once a year.



THE ULTIMATE
SURFACE EXPERIENCE

Official FieldTurf Maintenance Log

Date Form Submitted:
(M/D/Y)

Organization: Name of Field:

Name of Maintainer: Tel.:

| STAGES | Date | Signature | Date | Signature |
|---|--------------------|-----------|--------------------|-----------|
| Surface Brushing Recommended Frequency: Every 4-6 weeks | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| Surface Aerating Recommended Frequency: Maximum 3 times/year, ideally after every sport season and after snow clearing, if applicable (beginning in 2nd year) | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| Surface Raking Recommended Frequency: Every 4-6 weeks | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| Surface Sweeping Recommended Frequency: As needed | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| Additional maintenance activities (specify) Recommended Frequency: As needed | Month / Day / Year | ..... | Month / Day / Year | ..... |
| | Month / Day / Year | ..... | Month / Day / Year | ..... |
| Complete inspection of line markings, seams and high traffic areas Recommended Frequency: As needed | | | | |
| Infill top dressing Recommended Frequency: As needed | | | | |
| Snow removal (if applicable) Recommended Frequency: As needed | | | | |

There are three ways to submit this completed form:

① **Fax:** 514-340-9374 ② **Email:** customerservice@fieldturf.com ③ **Physical Mail:** 8088 Montview, Montreal, QC, Canada H4P2L7
Attn: FieldTurf Customer Service

White form to be sent to FieldTurf Customer Service / Pink form is your copy

APPROVED ACTIVITIES

OUR FIELDTURF SURFACE HAS BEEN DESIGNED FOR THE FOLLOWING APPROVED AND PERMITTED ACTIVITIES, IN ADDITION TO A WIDE RANGE OF NON-SPORTING ACTIVITIES:

Athletics such as shot put, hammer throw, discus and even javelin (fitted with a rubber tip), can be occasionally performed on FieldTurf. Ideally, the landing area should be outside the playing area but if unavoidable the field should be covered with a special protective piece of turf or a tarp to prevent damage to the FieldTurf surface.

To insure optimum performance of your FieldTurf field we recommend that repetitive training drills and activities be rotated to prevent continuous wear at a single location.

- Football
- Field Hockey
- Baseball/Softball
- Lacrosse
- Soccer
- Rugby
- Physical Education
- Pedestrian traffic
- Graduation
- Concerts
- Events
- Outdoor Ice Hockey Games



PROHIBITIONS

Your FieldTurf field should be kept free from food, gum, sunflower seeds, glass, cigarettes, fireworks, driving stakes and any sharp objects that will risk damage to the field and injury to players. Your field should also be kept free from debris, leaves, paper and windblown material. It is imperative that your FieldTurf field be a designated non-smoking area. Unauthorized maintenance equipment and personnel are prohibited.

FIELDTURF SUPPLIES ITS CLIENTS WITH 2 COMPLIMENTARY SIGNS TO HANG AT THE ENTRANCE OF THE FIELD AND AROUND THE PERIMETER IN ORDER TO CLEARLY DEMONSTRATE THE MAJOR PROHIBITIONS ON FIELDTURF.



Protect Your Turf

- NO food
- NO sunflower seeds
- NO tobacco products
- NO chewing gum
- NO smoking
- NO driving stakes

Questions? Call FieldTurf 800-724-2969

FIELDTURF FIELD SETTLING

FIELDTURF HAS PROVEN TO BE THE HIGHEST PERFORMING AND THE MOST DURABLE BRAND OF ARTIFICIAL TURF IN THE WORLD. THE FIELDTURF SYSTEM IS AN ENGINEERED PRODUCT CONSISTING OF SPECIALIZED COMPONENTS ALL GEARED TOWARDS MAXIMIZING ATHLETE SAFETY AND FIELD PERFORMANCE.

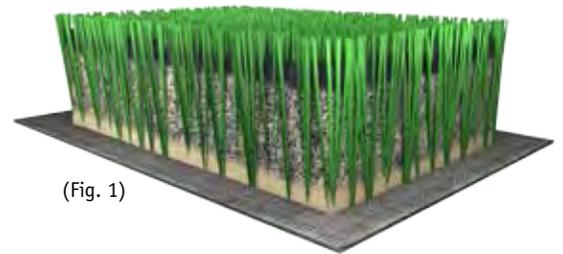
In addition to industry-leading manufacturing and service standards, what sets FieldTurf apart is the patented 9 lb / square foot sand and rubber infill system, along with the world's most durable fiber that is exclusive to FieldTurf.

It is important for field owners to understand what constitutes normal behavior of these vital components over time. Below are the three major stages that a field will go through in order to achieve its optimal level of performance. These three stages are not only normal but a necessary progression in the life of an artificial turf field.

INITIAL

The field has just been installed. Fibers are upright and infill is slightly higher and looser.

Approximate duration for this stage depending on use and proper maintenance: years 0-1 (Fig. 1)



(Fig. 1)

SETTLED

Fibers are not as upright and are beginning to layover in order to encapsulate the infill and provide for a more grass-like appearance. The infill height has been lowered and has settled to its ideal level of 3/4" below the tip of the fiber held in an upright position.

Approximate duration for this stage depending on use and proper maintenance: years 2-5 (Fig. 2)



(Fig. 2)

MATURED

The fibers have laid over and the infill height remains at its ideal level. In these later years, the consistency and durability of the FieldTurf system is brought to the forefront as the product continues to exude ideal levels of safety and performance after heavy use.

Approximate duration for this stage depending on use and proper maintenance: years 6-8+ (Fig. 3)



(Fig. 3)

ROUTINE MAINTENANCE

REMOVAL OF WEEDS AND MOSS

FieldTurf's superior artificial grass surfaces may look like grass, feel like grass and play like grass; however if not properly maintained, much like its natural grass cousin, it may still become susceptible to some of grass lovers natural foes: weeds and moss. It is important to prevent weeds and moss from growing on FieldTurf as it can affect the playability of the surface. Although routine maintenance will prevent this from happening, weeds and/or moss may occur at the interface between the synthetic grass and the perimeter curb.

Should this occur, treat the area with a biodegradable weed killer such as Round Up®, which leaves no residue and more importantly, won't negatively affect the fibers or the coloring of your field. If problems should arise, a 3-prong tool can be used to remove weeds and moss from the affected areas. This should be done carefully so as not to tear the backing and damage the fabric.

Moss could grow on the field surface if the following conditions are present:

- The field surface has not been maintained or groomed over a long period of time.
- If there is an unusual amount of shade on the field and the field has been neglected.
- If the field surface has been left covered with vinyl tarps over a long period of time.
- If there is sufficient moisture and any/all other conditions for growth are met.



SHOE CLEANING

Cleaning mud and dirt from cleated shoes with the use of brushes or cleat cleaners placed near the field will prevent soiling and staining of the field surface.

- Cleaning tools should not be placed directly on the FieldTurf surface.
- Various models are available online or in most sports stores.



MAINTENANCE CARE PRODUCTS



Depth Gauge



Turf Bond
10 oz Tube



Turf Bond Kit
4 x 10oz Tubes & 40' Seaming Tape



Emergency Repair Kit

EMERGENCY REPAIR KIT INSTRUCTIONS

FieldTurf is very proud to introduce you to its “Emergency Repair Kit”

The FieldTurf Emergency Repair Kit contains the following; Brush, Putty Knife, Rags, Depth Gauge, Caulking Gun, Turf Bond Adhesive, Seaming Tape, Scoring Knife and Angle Irons. Other items you will need are: A leaf rake and/or a stiff bristled broom or brush and a clean Shop Vac. You might also need; a small quantity of Rubber Infill and/or Silica Sand and possibly a Leaf Blower, if conditions are not perfectly dry, and a shovel.

1. Make sure that the area is reasonably dry. If the area is damp, you can use the reverse function on the Shop Vac, or aim a Leaf Blower approximately 2' from the area and in a back and forth motion to dry the area as much as possible or you can peel back the area and let mother nature help if the sun comes out.
2. With the aid of a Shop Vac, making sure that it is clean; as you will re-use the infill, lift the affected area and pull on the turf a bit further in order to insure that the rest of the area is secure. Vacuum the infill from the carpet backing, as well as a bit of infill from each side.
3. Use the angle irons provided to hold back the turf of both sides of the inlay being repaired.
4. Apply the “Turf Bond” adhesive to the area to be re-glued. The Putty Knife provided can be used to help even out the adhesive. A spray mist of water will help the bonding process.
5. Replace the turf onto the glued area by using a rolling method, additional adhesive can be added to this step, if required. Check the area in about 15 minutes to insure the bonding process has begun. The longer you can wait before re-infilling the better (1 hour minimum).
6. Replace the infill mix that has been removed during the gluing process by layering the infill in small quantities, while making sure no fibers get trapped during the process.
7. If pure rubber is available to you, you can touch up the top layer, if needed, to bring the infill depth back to the specified level.
8. Void from the top of the infill to the top of the fibers should be $\frac{3}{4}$ " – 1" (this can be verified by using the Depth Gauge included in the kit).

The repaired area should take about 24 hours to dry completely, however the area can usually be played on in approximately 2 hours.

Please make sure that you have reported the repairs to us, by phone 1-800-724-2969 or by email customerservice@fieldturf.com indicating exact locations and photographs, if possible, so that we can record and track your field performance over your field's longevity. Your Customer Service representative will schedule a field visit from a repair technician as soon as they are available to be in your area.

You can also watch our repair video at www.fieldturf.com/repair

If you have any questions, please contact FieldTurf's Customer Service team at 1-800-724-2969



What to Expect



Surfactant & Anti-Static Application

FieldTurf CoolPlay systems feature an infill mix made up of SBR rubber and sand with a layer of cork granules. There are many real benefits associated with CoolPlay systems such as proven top surface level heat reduction, fire-resistance, and a very natural aesthetic – due primarily to the layer of granulated cork infill used in the CoolPlay system.

The settling process of natural infill material is different than that of traditional infill materials. The three points below are what to expect with the CoolPlay system material upon initial installation.

1. Additional Installation Procedures that FieldTurf will undertake on CoolPlay Fields

FieldTurf will ensure that the infill material is well aerated prior to applying the final cork top layer. A surfactant and anti-static liquid will also be applied to the infill layer to combat naturally-occurring static and surface tension that could, under the right outdoor conditions, contribute to infill displacement and prevent water flow through. This is a preventative measure.



Aeration Activity

2. A Prolonged Natural Settling Process

Due to the lighter weight of the natural cork granule, some cork infill displacement is expected to occur after the first couple of heavy rainfalls and/or in temperatures that are prone to create temporary static charge of the infill. This is expected and part of the infill's natural progression to a more settled state. Any displaced infill can be brushed back into the body of the field.

3. Regular Brushing & Anti-Static Application

The minor additional maintenance items associated with the CoolPlay system is that you will need to brush the field every 2 weeks and after each heavy rainfall. It is also advised to apply the FieldTurf anti-static treatment to your field if static is occurring within the first few months of the life of your field. This is an environmentally friendly product that is diluted in water. The cork infill is the best known infill heat reducer in the industry and also provides for a fire-retardant surface. Clients report that the benefits of this system far outweigh the tasks of having to brush the surface and apply anti-static liquid to smooth out any infill that may or may not have been displaced.



Groom Right



Maintenance Guidelines Addendum for FieldTurf CoolPlay Fields

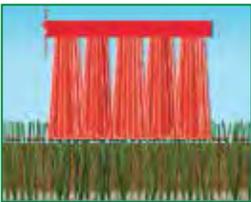


Static Conditioner

Surface Anti-Static & Water Treatment

RECOMMENDED FREQUENCY:

On an as needed basis for the initial break-in period of the field. Applying the FieldTurf anti-static treatment in recommended dilution rates with water will help alleviate infill static that commonly occurs on new infilled turf fields.



Brushing

Surface Brushing

RECOMMENDED FREQUENCY:

Every 2 weeks and after heavy rainfalls.



Aerating

Surface Aerating

RECOMMENDED FREQUENCY:

Maximum 3 times/year, ideally after every sport season and after snow clearing, if applicable (beginning in 2nd year).



Raking

Surface Raking

RECOMMENDED FREQUENCY:

Every 4-6 weeks.



Sweeping

Surface Sweeping

RECOMMENDED FREQUENCY:

As needed.

Complete Inspection (of line markings, seams and high traffic areas)

RECOMMENDED FREQUENCY:

As needed.

Infill Top Dressing

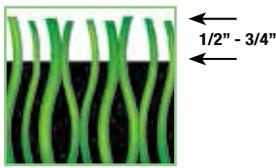
RECOMMENDED FREQUENCY:

As needed to keep 3/4" of the fiber exposed and proper infill depth. This will be a necessary periodic maintenance item given the light-weight and organic nature of the PureFill cork grain.

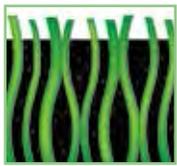
Maintenance Guidelines Addendum for FieldTurf DoublePlay Baseball Fields



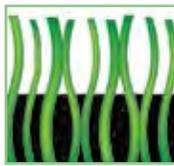
DOUBLEPLAY



Proper Infill Level



Over Filled



Under Filled



Brushing



Aerating



Raking



Sweeping



Thank you for purchasing a high performance FieldTurf baseball field. You now join the likes of hundreds of others around the country that play on our surface.

In addition to our standard maintenance guidelines we recommend that you pay special attention to the following DoublePlay specific items:

Proper Infill Depth

At all times, there must be no less than 1/2" and no more than 3/4" fiber showing above infill. Maintaining the infill level is critical to fiber performance and player safety. Specific attention must be given to the home plate and first base areas (if covered by FieldTurf). We recommend that the infill levels be measured and remediated at these areas after every game and practice.

Surface Brushing

RECOMMENDED FREQUENCY: Every 2 weeks or as needed to maintain proper infill depth and fiber appearance

Surface Aerating

RECOMMENDED FREQUENCY: Maximum 3 times/year, ideally after every sport season and after snow clearing, if applicable (beginning in 2nd year)

Surface Raking

RECOMMENDED FREQUENCY: Every 4-6 weeks or as needed to maintain proper infill planarity and infill depth

Surface Sweeping

RECOMMENDED FREQUENCY: As needed

Complete inspection (of line markings, seams and high traffic areas)

RECOMMENDED FREQUENCY: As needed

Infill top dressing

RECOMMENDED FREQUENCY: As needed to keep proper infill depth. This will be a necessary periodic maintenance item given the nature of athletic activity on most baseball fields, especially in the high traffic areas – home plate, first base, second base, third base.

Home Plate Area

We recommend that the home plate area, when covered with FieldTurf, be protected with an alternative turf surface during practices.



FieldTurf DoublePlay Infill Depth Maintenance

In order to properly maintain the infill depth on FieldTurf baseball fields, it is essential to have the following simple tools available at all times.

Essential Infill Depth Maintenance Tools

- Plastic Handheld Rake
 - Plastic Handheld Infill Scooper
 - Infill Depth Gauge
- (Provided by FieldTurf)

With a few simple steps using your essential infill depth maintenance tools, infill can easily be added and leveled out for areas on the field that are low on infill. These areas are typically high traffic spots such as the home plate area, first base, second base, and third base.

Step 1

Using the infill depth gauge, loosen the black screw at the bottom of the depth gauge, place the flat circular part flush with the top of the infill and move the top lever down until the needle penetrates the infill to the turf backing. Verify and record that the depth level is within specification. The infill depth should always be such that 0.5" to 0.75" of fiber is showing above the infill. That translates to an infill depth of 1.25" for any of FieldTurf's standard baseball products featuring turf fiber heights of 2" or 1.75".



***Note:** When inserting the needle into the infill, do not press overly hard so as to break the depth gauge and ensure that the needle is not bending in order to get an accurate depth measurement.

Step 2

Identify the areas with low infill using your infill depth gauge and brush or lightly rake the fibers in given area to an upright position.



Step 3

Add required amount of SBR cryogenic rubber infill to get the low infill area to its proper specified depth using the plastic handheld infill scooper.

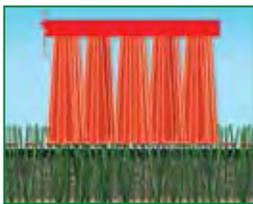


Step 4

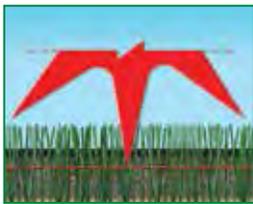
Rake the infill into the turf with the plastic handheld rake. Minimal force is required to work the added infill into the turf. Once complete, ensure that the infill is evenly placed in the given area using your infill depth gauge.



Maintenance Guidelines Addendum for FieldTurf Indoor Fields



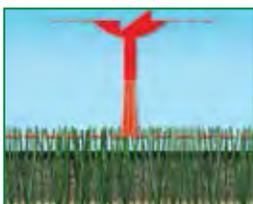
Brushing



Aerating



Raking



Sweeping

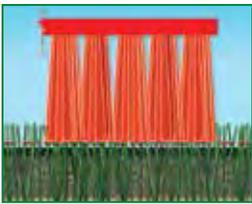


Turf Doctor Sample Kit

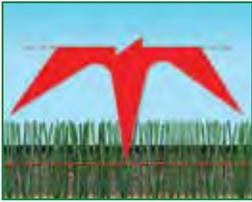
| | |
|---------------------------------|---|
| Surface Brushing | Every 2 to 3 weeks. Maximum. |
| Surface Aerating | Max 3 times per year, beginning in 2nd year. |
| Surface Raking | Every 3 to 4 weeks. Maximum. |
| Surface Sweeping | As needed (see “Direction of Operation” on page 13 of the Maintenance Guidelines). |
| Infill Replenishment | Weekly in high traffic areas. As needed elsewhere to maintain proper infill depth with 3/4” of fiber exposed. |
| Infill Re-Distribution | A leaf blower may be required to clear infill from perimeter/board/wall areas. |
| Complete Inspection | Inspection of line markings, seams and high traffic areas as needed. |
| Cleaning / Sanitizing | Use FieldScrub minimum once per year. |
| Anti-Static Conditioning | As needed. |

PLEASE NOTE: All entrance areas should be covered to avoid premature wear.

Maintenance Guidelines Addendum for FieldTurf Lacrosse Fields



Brushing



Aerating



Raking



Sweeping

| | |
|-----------------------------|--|
| Surface Brushing | Every 4 weeks. Maximum. |
| Surface Aerating | Twice per year, for entire field. |
| Surface Raking | Every 6 weeks. Maximum. |
| Surface Sweeping | As needed (see “Direction of Operation” on page 13 of the Maintenance Guidelines). |
| Infill Replenishment | Weekly or as needed in high traffic areas to maintain proper infill depth with 3/4” of fiber exposed. |
| Complete Inspection | Inspection of line markings, seams and high traffic areas as needed. |
| Weekly: | <ul style="list-style-type: none"> • Verify inlaid markings at crease areas, fans, and center face off for infill levels and fiber layover. • Practice and “Drill” areas, in and around the goal also need to be checked more regularly to make sure infill depth is within the normal range. • Add infill to all key critical field areas. |
| Annually: | Field inspection by trained FieldTurf “FieldCare” personnel is recommended. If needed, yearly or bi-annual additional inspection and grooming can be discussed with our trained personnel, depending on field usage. |

BARS

BRUSHING AERATING RAKING SWEEPING

THERE ARE 4 BASIC MAINTENANCE OPERATIONS THAT ALL FIELDTURF FIELDS REQUIRE ACCORDING TO OUR RECOMMENDED MAINTENANCE SCHEDULE.

**WE SIMPLY CALL IT BARS
BRUSHING, AERATING, RAKING AND SWEEPING.**

SETTING SWEEPERS: When setting Sweepers for use, make sure that the brushes never penetrate the infill. Proper removal of debris will only require the brushes to penetrate the top of the fibers.

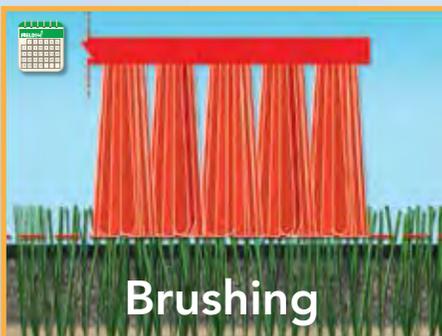
SETTING GROOMERS: When setting the Groomer components for use, the rotating tines should penetrate the infill by 3/4". The rakes should penetrate the infill by 1/2". The brushes should not penetrate the infill.

N.B. If you are subscribed to a Field Care Program, please consult your Field Care Manager for recommended grooming frequencies. Grooming systems equipped with internal/external rotary brushes should be limited to frequencies of 2-3 times per year.

A SUMMARY OF THE STEPS TO FOLLOW FOR LONG-LASTING PERFORMANCE

BRUSHING - Rejuvenates the matted fibers and levels the top portion of the infill.

EVERY 4-6 WEEKS



AERATING - Rotating tines are designed to penetrate and loosen the infill to avoid minor compaction.

MAXIMUM 3 TIMES/YEAR (BEGINNING 2ND YEAR)



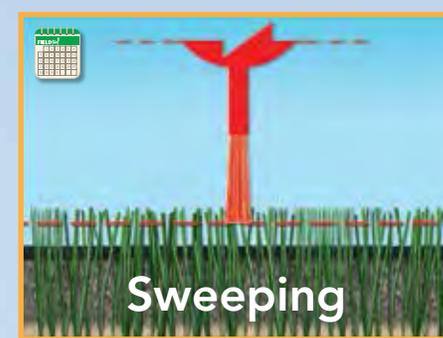
RAKING - Prevents fibers from matting down and ensures that the infill is loosened.

EVERY 4-6 WEEKS



SWEEPING - A clean field ensures that foreign material or debris does not get into the infill.

AS NEEDED



OTHER NECESSARY MAINTENANCE PROCEDURES SHOULD BE DONE PERIODICALLY AND ACCORDING TO USAGE.

INSPECT LINES & MARKINGS

It is important to notify our Customer Service department if any line markings or seams come apart.



as needed



INFILL TOPDRESSING

Adding rubber to the top layer of infill may be necessary in high traffic areas.



as needed



SNOW REMOVAL

If you need to remove snow from your field, adhering to proper guidelines is vital. (See page 27)



as needed



FIELD COVERING

Use FieldTurf Armour protection systems for any events that require field covering and vehicle access. (See page 28-33)



EQUIPMENT

FieldTurf has a complete lineup of custom equipment engineered to facilitate all your maintenance requirements. All equipment or vehicles used on FieldTurf must be equipped with turf tires. Equipment must be stored indoors or outdoors with proper covering, such as a tarp.

The list of approved maintenance equipment includes the FieldTurf GroomRight, the FieldTurf GroomRight Wings, the FieldTurf SweepRight, the FieldTurf SweepRight Pro and the FieldTurf Tow Behind Magnet.

Please be aware that “off the shelf” maintenance equipment can damage your field. If you are unsure if your maintenance equipment is allowable or prohibited, please contact the FieldTurf Customer Service Department.



NOTE: Sweeping of the field must be done right after any other maintenance procedure to prevent any foreign material from settling into the infill before usage.



FIELDTURF GROOMRIGHT

The FieldTurf GroomRight is the turf industry’s most efficient piece of maintenance equipment. It consists of multiple brushes, rakes and rotating tines. Each of these components can be used individually or all together.

The aerating component features rotating tines located at the center of the unit, to loosen the infill without damage to the fibers.

The brushing and raking components are designed to level the infill while at the same time rejuvenating fibers.



SETTING:

When setting the FieldTurf Groomright for use, the rotating tines should penetrate the infill by ¾”. The rakes should penetrate the infill by ½”. The brushes should not penetrate the infill.

- **FREQUENCY:**
 - Raking: 4 - 6 weeks
 - Brushing: 4 - 6 weeks
 - Aerating: Maximum of 3 times / year, ideally after every sport season, and after snow clearing, if applicable (beginning in 2nd year)
- **RECOMMENDED VEHICLE:** Small garden tractor, gator or larger vehicle
- **SPEED: 3 MPH** – always make wide turns

BARs

BRUSHING AERATING RAKING SWEEPING



FIELDTURF SWEEPRIGHT

FieldTurf SweepRight is a mechanically driven unit designed to remove larger fallen debris from the FieldTurf surface and it is the most economical and efficient machine for sweeping.. Debris should always be removed as soon as possible. With a dual-speed, dual-brush pickup system, Sweepright is the ultimate turf sweeper. It contains a unique ratcheting device that allows the outside wheel to drive the brushes during a turn so you never lose sweeper efficiency. The system also features a mesh plate to facilitate debris pick-up.



SETTING:

When setting the SweepRight for use, make sure that the brushes never penetrate the infill. Proper removal of debris will only require the brushes to penetrate the top of the fibers.

- Frequency: As needed
- Recommended Vehicle: Small garden tractor, gator or larger vehicle
- Speed: 3 mph – always make wide turns
- Same setting for the SweepRight and SweepRight Pro.



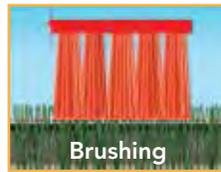
FIELDTURF SWEEPRIGHT PRO

FieldTurf SweepRight Pro is a gear driven sweeping system with 6' brush and vibrating debris hopper to sift infill material.



BARs

BRUSHING AERATING RAKING SWEEPING



FIELDTURF STATIC BRUSH

FieldTurf Static Brush has a 7' static drag brush and spring tine system. Designed to lift synthetic fibers and level infill material. Brush height and spring tines are independently adjustable.

SETTING:

When setting the Static Brush for use, the brushes should not penetrate the infill. The rakes should penetrate the infill by 1/2".

- Frequency:
 - Raking: 4 - 6 weeks
 - Brushing: 4 - 6 weeks
- Recommended Vehicle: Small garden tractor, gator or larger vehicle
- Speed: 3 mph – always make wide turns



ACCESSORIES

FIELDTURF GROOMRIGHT WINGS

Removable and adjustable brush extensions extend the unit to 14 feet in order to level off infill and raise fibers for better field playability.



FIELDTURF TOW BEHIND MAGNET

- 7' tow behind magnet
- Detachable tow hitch
- Works independently or as an attachment for the SweepRight Pro or GroomRight.
- Quick release pull handle for debris removal



DIRECTION OF OPERATION

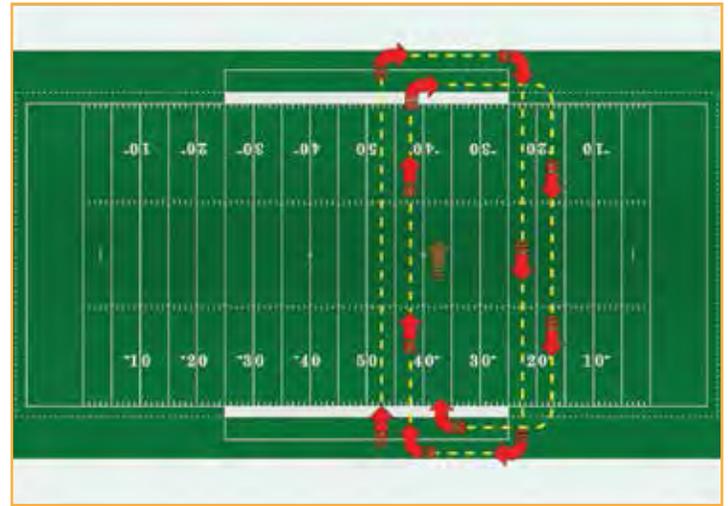
This diagram indicates the ideal method of operation for all FieldTurf machines and BARS procedures. Starting on the sidelines at the edge of the center of the field, cross the field from one side to the other in a straight line. Then go down the sidelines 25 yards and cross the field again to the other side. Next, go up the field 20 yards and cross the field again. Repeat this procedure from the center to both ends of the field until the grooming is complete. Rotating start position and end direction is recommended. The last passes should be end to end on the side panels.

KEY FACTS ABOUT FIELDTURF MAINTENANCE EQUIPMENT

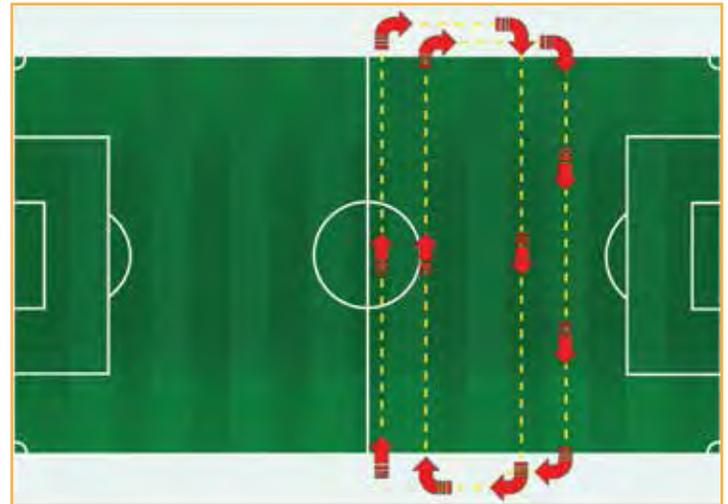


IMPROPER USE CAN DAMAGE YOUR EQUIPMENT AND YOUR FIELD. PLEASE TAKE NOTE OF THE FOLLOWING KEY FACTS:

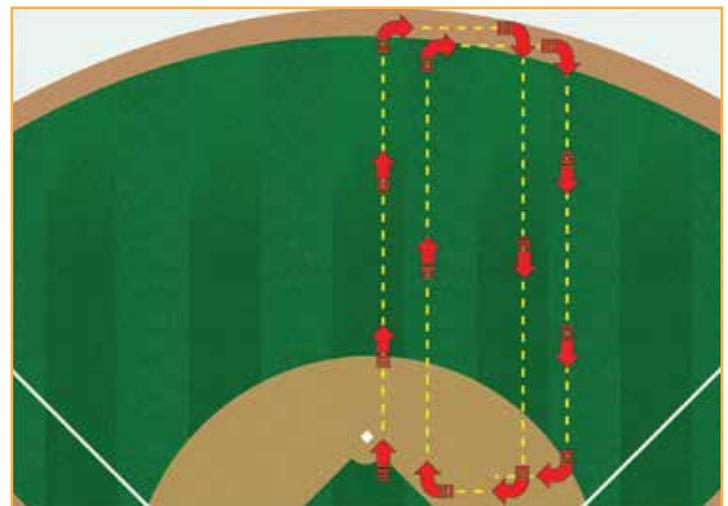
- Make sure all equipment is clean before entering the field
- Do not operate any equipment until it is on the field
- Do not operate any equipment while in a stationery position
- Always turn off equipment just before stopping
- When sweeping, check your collector basket immediately after starting and do so often
- Collecting too much rubber while sweeping will indicate improper settings
- Pay special attention to high traffic areas, where the fibers and infill levels may be different from other parts of the field, and adjust your settings accordingly. As with any equipment, always read the manual before operating.



FOOTBALL



SOCCER



BASEBALL

CLEANING PRODUCTS

FieldTurf has a variety of environmentally friendly products to keep your field completely clean. For unit conversions, please note that we are using the following conversion rate: 1 Gallon = 4 Liters.

FIELDTURF SCRUB DETERGENT

FieldTurf Scrub is a powerful industrial cleaner and conditioner, which can be used for removal of grease and oil, and is chemically formulated to be compatible with other FieldTurf treatment products, such as liquid static conditioners. This product may also be used to clean the field surface as well as decontaminate surrounding surfaces, such as benches, equipment, and other items.

HOW TO USE:

Dilute FieldScrub as follows in warm or cold water and apply with a spray bottle, hand-sprayer, back-pack sprayer for small areas or an industrial Boom Sprayer for full field application. If possible, the area should be brushed and rinsed with clean water.

Suggested application rate of 1:40 will require 4 liters (1 US Gallon) to cover 10,000 square feet

- Heavy dirt, grease, oil, hydraulic fluids, bodily fluids - 1:4
- Sport drinks, carbonated beverages, etc. - 1:20
- General purpose cleaning - 1:40

Please consult the label on the FieldTurf Scrub bottle for important safety information and precautions.



1 L



4 L



20 L pail



205 L

FIELDTURF STATIC CONDITIONER

FieldTurf Static Conditioner is specifically formulated for the effective control of electrical static buildup on artificial grass surfaces. The product can be purchased in a liquid or powder form and is safe for applications on FieldTurf surfaces without affecting the color and appearance of your FieldTurf field.

HOW TO USE:

Apply either with hand sprayer for smaller areas, or with an industrial Boom Sprayer for full field use. Allow to dry. The suggested application rate is 850 to 1000 sq.ft per gallon. Reapply as necessary to maintain desired level of protection. 1 liter will make 22 US Gallons and will cover approximately 20,000 square feet. To minimize aerosol generation application pressure should be kept below 40 psi.

Please consult the label on the FieldTurf Static Conditioner bottle for important safety information and precautions.



1L

FIELDTURF GUM REMOVER

FieldTurf Gum Remover is an effective biodegradable solvent formulated for removing gum, tar, and adhesives from FieldTurf surfaces.



Always wear chemical resistant gloves when applying FieldTurf Gum Remover

HOW TO USE:

STEP 1:

Using a 2.5 - 3 inch wide metal putty knife, isolate the gum with the attached turf fibers by placing the end of the knife at the base of the affected fiber at a 45 degree angle. Push the gum onto the knife.

STEP 2:

Saturate a small area of a clean white terry rag with FGR and apply to the gum resting on the knife surface. Let the solvent penetrate for 1 to 2 minutes to soften the gum, leaving the rag in place. **DO NOT POUR FGR DIRECTLY ON THE GUM, AS THIS MAY DAMAGE THE INFILL AND AFFECT THE BACKING.**

STEP 3:

Holding the knife firmly (taking care not to cut the fibers), gently rub the gum up the putty knife surface towards the handle. This will remove the gum from the FieldTurf surface.

Please consult the label on the FieldTurf Gum Remover bottle for important safety information and precautions.

NOTE: To place an order for FieldTurf Scrub, FieldTurf Static Conditioner, and/or FieldTurf Gum Remover, please contact our FieldTurf Customer Service Department at 1-800-724-2969 or at service@fieldturf.com



1L

PAINTING

PAINTING ON FIELDTURF'S FIBERS

Before beginning to paint on your field, it is imperative that you contact FieldTurf's Customer Service Department for guidance on specific types of paint to use, recommended suppliers, machines, and proper PSI machine settings.

It should be noted that paint build up over time will affect paint adhesion, aesthetics and possibly drainage, in those areas. It is recommended that paint removal be done approximately after every 5 applications before paint re-application is done. It will be equally important to verify the infill below the surface for paint contamination. This area should be flushed through if necessary. In severe cases, where the infill is totally covered in paint, the infill might have to be removed and replaced.

BELOW IS A LIST OF PAINTING SPECIFICATIONS

TYPE OF MACHINE: AIRLESS SPRAYER

PSI: 800-1000 psi for end zones, logos: tip must be handheld 18" above the surface. 700 psi for 4" lines: tip must be held 4" above the surface. It is important to note that the pressure should be adjusted accordingly so that only the fibers are being painted and NOT the infill. Spray angle should be between 45 and 60 degrees.

| SPRAY TIP | |
|-----------|--|
| 415/417 | For painting logos and large end zone areas with handheld wand |
| 315/317 | For painting 4" lines with airless sprayer lining equipment |

ANGLE TO SPRAY: 45 TO 60 DEGREES

Recommended Application Temperature: above 50°F ambient (temperature should not fall below 50°F within 24 hours after the application).

NUMBER OF COATS: Apply in 2 directions to cover both sides of each blade. Fibers have to be dry before recoating (depending on the climatic conditions). End zones and/or logos may need more than 2 applications. Applying a white primer coat is recommended for logos only.

TIME TO DRY: Preferably overnight; otherwise 6 to 8 hours at 70°F and 50% humidity.

PAINT COVERAGE: For two medium coats each way: approximately 200 square feet or 600-700 linear feet per gallon based on a 4" wide line.

REMOVER COVERAGE: Approximately 500 square feet per gallon or 1500 linear feet based on a 4" wide line.



| LIFE EXPECTANCY | OPEN | UNOPENED |
|-----------------|---|--------------------|
| Paint | Up to 6 months with lid properly replaced | At least 6 months |
| Remover | Up to 6 months with lid properly replaced | At least 12 months |

DIRECTIVES FOR THE REMOVAL OF LOGOS, END ZONES AND ALL FIELD MARKINGS

1. First and foremost, the surface should be brushed in both directions to allow the fibers to stand up.
2. Apply removing solution, either pure or diluted, depending on what type of paint you are using (only approved removers should be used based on the paint manufacturer's recommendations – contact FieldTurf Customer Service if you are unsure). Brush in both directions, this will ensure full saturation of the grass fibers. Apply the remover a second time and let stand 10 minutes, depending on the climatic conditions. Remover will dry almost on contact in extremely hot conditions. If this is the case, removal should be attempted in short segments.
3. Use of a broom, brush or any grooming or removing equipment approved for the FieldTurf surface might be necessary.
4. Rinse the surface with clean water to remove any extra paint residue. For best results, use hot water.
5. Leave sufficient time for the surface to dry completely before allowing any activity to resume on your field.
6. The rate of removal may vary due to conditions beyond your control (type of paint, number of coats, exposure, etc). It may be necessary for a second application; if so, repeat the process in the opposite direction.
7. Some infill may be displaced. To avoid this, make sure the brushes used do not penetrate too deep into the infill.
8. Any excess paint will likely be deposited into the infill. Buildup over time will cause the infilled surface to harden. FLUSHING THE SYSTEM WITH WATER (PREFERABLY HOT) IS IMPERATIVE.
9. The use of a paint extracting unit is also very effective to prevent buildup over time. It should be noted that if the above steps are followed your FieldTurf system can be painted multiple times over its life.
10. FieldTurf cannot be responsible for any consequences due to non-compliance of the above directives.



ANY SUBSEQUENT MEASURES NECESSARY TO RESTORE THE INFILLED SYSTEM BACK TO ITS ORIGINAL STATE IS NOT COVERED UNDER OUR WARRANTY AND WOULD BE AT THE OWNER'S EXPENSE.

SNOW REMOVAL

There are a couple of methods that can be used to successfully remove snow depending on the situation. This is a highly sensitive operation and the key is to avoid infill removal.

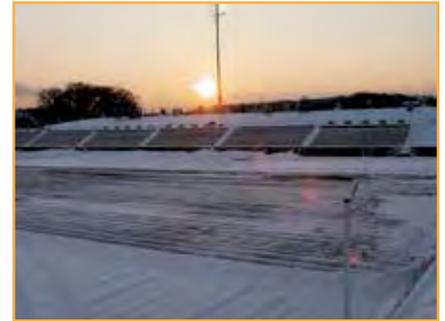
METHOD 1. If a rain tarp is available to cover the surface of the field, this will allow you to remove the snow as soon as it begins to fall with large olathe p.t.o driven blowers attached to a tractor. The snow has to be a dry snow for this to work. If it's a wet snow you can then remove the snow by using gators with rubber tip plows. Once again, do not allow the snow to accumulate too much before beginning removal.

METHOD 2. Plowing the uncovered surface with pickup trucks/gators works fine, however you will have to retro-fit the plow blade. Here's how.

- Hardware needed: long lag bolts, washers, and nuts. One 2×4×8 or 4×6×8 lumber.
- Remove the snow shoes from the plow. Then fit a 2×4×8 or a 4×6×8 PVC pipe or alternate material to the blade in order to keep the blade from coming in contact with the surface.
- Drill the wood to allow for a lag bolt head to recess flush with the bottom of the board. Place a washer at the head of the bolt. Run the lag bolt thru the snow shoe ring on the back of the plow. Add washers above and below the bolt as you would with the snow shoe spacers and attach the nut.

When plowing do not try to scrape the surface clean. Doing so will result in the removal of crumb rubber or worse. Drop the plow to the surface and then raise it slightly, leaving a ¼ inch of snow between the top of the surface and the edge of the plow. After the snow has been removed, spread ice melt or black crumb rubber over the field. Allow this to sit 20–30 minutes and then run the field groomer over the remaining snow to help dissolve it quickly.

METHOD 3. Snow blowers work. Remember to avoid scraping it clean. Leave a ¼ inch of snow for this option, followed by an application of rubber or ice melt.



BE VERY CAUTIOUS USING ICE MELT ON A FIELD THAT WILL BE USED BY ATHLETES. THE ICE MELT CAN CAUSE SKIN IRRITATION. USE ICE MELT SPARINGLY. CALCIUM CHLORIDE IS PREFERRED OVER SODIUM CHLORIDE BUT CRUMB RUBBER IS PREFERRED OVER ANY TYPE OF SALT.

Generally, the components that make up the FieldTurf system themselves don't freeze, but of course the moisture that seeps into the Infill does. This creates good conditions that allow you to plow it without moving, or removing, much Infill. The temperature will usually be just below freezing, early morning, late afternoon or early evening.

Infill tends to stick to the snow when temperatures are above freezing and Infill is not so easy to add to mature fields and can be costly to add, period, so please be aware of these conditions. Ideally, if the weather then goes above freezing the snow and moisture that's left will melt through on its own, especially when sunny.

Typically, the load bearing capacity of the FT system and sub-base (this should be verified with the Base Contractor) can withstand pressure up to 70psi (See Page 34). Factors to consider are always if the weather goes above freezing and both the Fieldturf and base are starting to thaw and are wet, then the PSI is affected by these changes in atmospheric conditions, no different than a natural grass surface.

Page 21 of the Guidelines; show a direction of Operation for Grooming Equipment, from sideline to sideline as opposed to the length of the field. This is also recommended for snow removal, if possible. If space restrictions prevent you from doing so then a direction Up and Down the field is acceptable, as long as you are not scraping the surface clean and are taking your time, it will be fine. If you try to proceed with the removal too quickly, the plow will begin to bounce and prevent thorough snow removal across the surface.

If there is only a small crust of Ice on the top of the surface, many have successfully used the Rotating Tines on the GroomRight (Page 18) to break up the ice, some extra weight might be required on the unit.

Even recommended de-icers should always be tested off the main field of play, to insure the safety of the surface & the lack of residue left behind.

If a large amount of snow is expected, begin removal if possible as soon as there is an inch of accumulation and keep repeating throughout the storm. If the field is to be used in early spring (April), try to maintain the removal of the snow throughout the winter. It will be easier than removing 3 feet of naturally compacted snow at one time.

VEHICLE CIRCULATION

YOUR FIELDTURF FIELD IS DESIGNED TO ACCOMMODATE VEHICLE LOADS WITHOUT CAUSING DAMAGE TO THE FIELD SURFACE PROVIDED THE FOLLOWING CONDITIONS AND RECOMMENDATIONS ARE FOLLOWED:

- Ensure that the machines being used on the field are not leaking.
- Typically, bases supporting your FieldTurf field are designed for a maximum load-bearing capacity of 70 pounds per square inch (70 psi). Vehicles circulating on your field should conform to this load-bearing capacity limit, unless your base has been specially designed to support heavier loads. Please refer to your internal design criteria to verify the maximum acceptable load your field can accommodate.
- Only vehicles equipped with pneumatic rubber turf tires should be allowed to circulate directly on the field surface.
- Turning of the vehicle on the surface should be done in a wide radius.
- Turning of the vehicle should only be done when the vehicle is in forward motion.
- All vehicles should circulate at slow speeds at all times.
- Abrupt and sudden braking must be avoided.
- Sudden acceleration and spinning of wheels must be avoided.
- Vehicle wheels should be clean at all times to prevent mud or dirt from being deposited on the field surface.
- All vehicles in direct contact with FieldTurf surfaces should be inspected for possible leakage of oil or hydraulic fluids prior to accessing the field.
- In order to avoid rutting of the infill and of the underlying base, circulation of vehicles on outdoor saturated fields must be avoided.
- To protect against heavy and larger sized vehicle circulation, a layer of ¾" thick plywood must be placed over a vinyl tarp covering the field to a minimum distance of 40' to 60' (12 to 20m) and should be installed at all entrance and exit points to the field.
- Please note: The FieldTurf surface should be groomed and swept following heavy traffic.
- **Important:** Do not leave vehicles idling or unattended. Heat generated by the exhaust could singe fibers.

HELP

In addition to these guidelines, there are three ways to get answers to any FieldTurf questions you may have:

- 1 – Contact our Customer Service Department at 1-800-724-2969
- 2 – Consult our Maintenance DVD
- 3 – Visit www.fieldturf.com/maintenance
- 4 – Please contact customer service for any hard copies needed.

FieldTurf ARMOUR

TRUST YOUR FIELD TO FIELDTURF ARMOUR THE WORLD'S BEST TURF PROTECTION SYSTEM

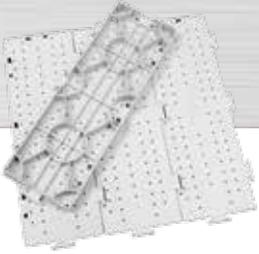
FieldTurf Armour turf protection systems are in use worldwide at prestigious arenas and stadiums and have proven themselves through extensive use. Whether you are having a large concert or a small on-field gathering, FieldTurf Armour will protect your turf against damage and keep your visitors safe and comfortable.

Increase revenue and flexibility and open your building to trade shows, concerts, corporate events, graduations and anything else you can conceive of. We have the experience, the expertise and the range of products to satisfy nearly any flooring requirement.

You can install chairs, staging and other equipment without damage. Drive forklifts, move carts and place equipment easily on artificial turf, running tracks and other sensitive surfaces.

All of our systems are interlocking, modular, expandable, and allow for unique configurations and customized layouts. FieldTurf Armour is easy to install, dismantle and store. Sections can be installed quickly and are designed for regular and repeated use.





FIELDTURF ARMOUR GP

General Purpose Turf Protection

- Tile size: 4" x 12" x 3/4"
- Module Size: 36" x 48" x 3/4"
- Weight: 0.81 lbs per sq ft
- Supports: 8,000 lbs per sq ft
- Suitable for guest areas, chairs and light equipment
- Does not require tools - snap connection system
- Expansion joint modules to control expansion issues outdoors
- Transition edging



FIELDTURF ARMOUR MD

Medium-Duty Turf Protection

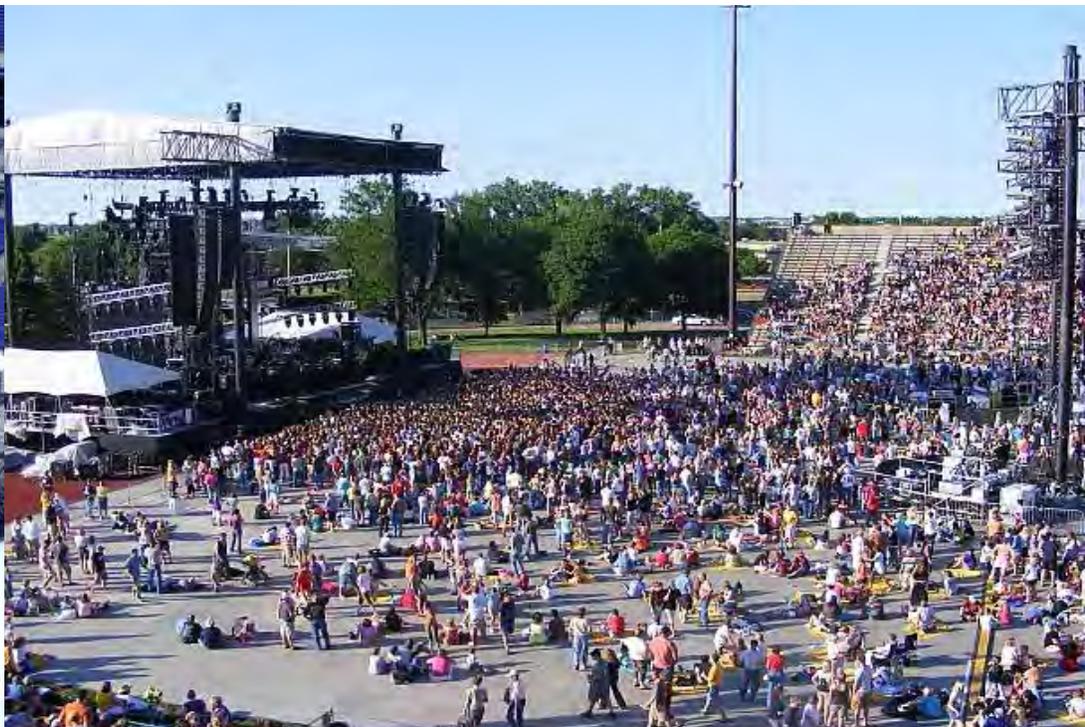
- Tile Size: 12" x 24" x 1-1/8"
- Module Size: 36" x 48" x 1-1/8"
- Weight; 1.44 lbs per sq ft
- Supports: 20,000 lbs per sq ft
- Suitable for guest areas, chairs, equipment and staging areas
- Does not require tools - snap connection system
- Expansion joint modules to control expansion issues outdoors
- Transition edging



FIELDTURF ARMOUR HU

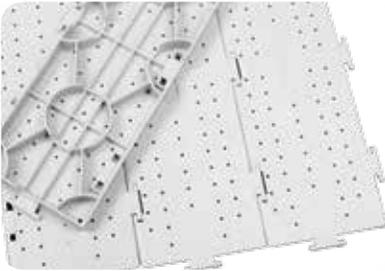
Heavy-Use Turf Protection & Portable Roadway

- Module size: 42" x 42" x 2"
- Weight: 2.45 lbs per sq ft
- Supports: 25,000 lbs per sq ft
- Suitable for guest areas, chairs, equipment, staging, trailers, vehicles and trucks
- Integrated self-aligning hook-and-loop connection system
- Secondary camlock system adds ballast
- Transition edging



FIELDTURF ARMOUR GP

FieldTurf ARMOUR GENERAL PURPOSE PROTECTION



FieldTurf Armour GP was designed specifically for all types of synthetic turf and offers a greater level of protection against debris, liquids and dirt.

Designed to minimize wear and damage to your turf, FieldTurf Armour GP protects against surface abrasion, surface and base compaction and contamination of the turf and the infill as a result of attendee traffic.

Underside channels are contoured to eliminate sharp edges and prevent shifting of infill and of the flooring. After your event is over, simply brush your synthetic grass back into shape. Unlike older systems, it will be nearly impossible to see any distinguishable pattern in the turf.

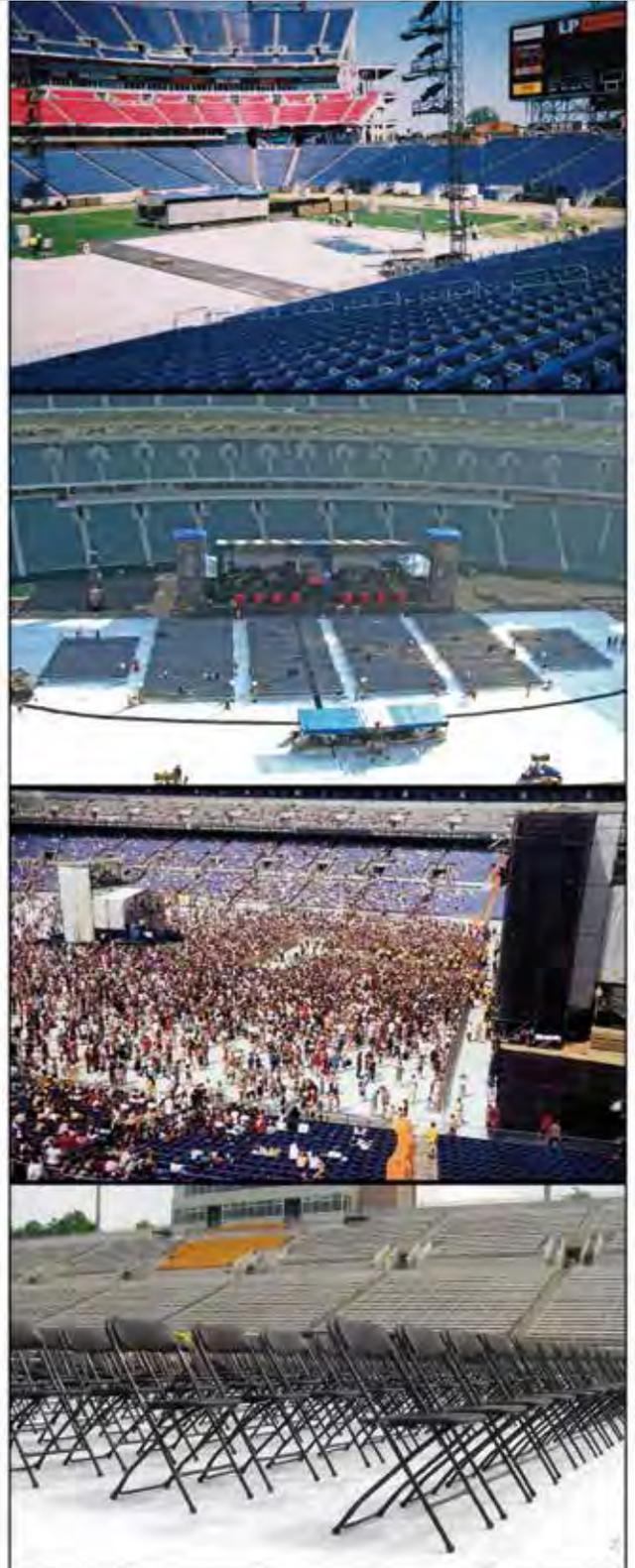
FIELDTURF ARMOUR GP DEPLOYS RAPIDLY IN ANY STADIUM

- Designed to be easily deployed without tools
- Completely expandable and configurable as required on-site
- Pre-assembled sections are packed efficiently for easy transport and storage
- Unique inter-module connection system enables tiles to snap into place in both directions
- System contours to the field as needed to accommodate surface imperfections
- An 80,000 sq/ft (7,432 sqm) stadium can be deployed in 5-6 hours with about 20 people
- Expansion joints make installation even easier

FIELDTURF ARMOUR GP IS MADE USING THE HIGHEST QUALITY MATERIALS

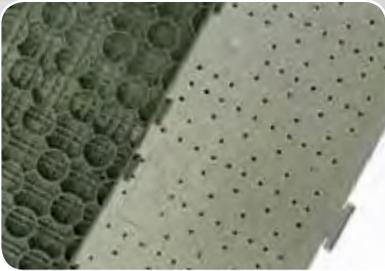
- High quality co-polymer plastic has izod impact value
- Specific no-break characteristics
- 5-year UV package prevents brittleness
- High ethylene content provides flexure and prevents cracking
- Connector tabs are designed with flexure to prevent breakage

As a result of our quality material formulation, FieldTurf Armour GP is able to resist the rigors of regular use and will not break, crack, fade or become brittle. It has proven itself worldwide in all climates and conditions.



FIELDTURF ARMOUR MD

FieldTurf **ARMOUR**
MEDIUM-DUTY PROTECTION



Designed to offer a greater level of protection, rigidity and weight-loading capability than our GP system, FieldTurf Armour MD is perfect for large areas that require additional support for vehicles, staging and equipment.

Designed to minimize wear and damage to your turf, FieldTurf Armour MD protects against surface abrasion, surface and base compaction and contamination of the turf and the infill as a result of attendee traffic.

Underside channels are contoured to eliminate sharp edges and prevent shifting of infill and of the flooring. After your event is over, simply brush your synthetic grass back into shape. Unlike older systems, it will be nearly impossible to see any distinguishable pattern in the turf.

FIELDTURF ARMOUR MD DEPLOYS RAPIDLY IN ANY STADIUM

- An 80,000 sq/ft (7,432 sqm) stadium field surface can be deployed in 6 hours with about 15 people
- Quick turnarounds minimize the impact to the grass surface
- Pre-assembled 3' x 4' panels make storage and installation efficient
- Designed to be easily installed without the use of tools
- Completely expandable and may be configured as required on-site
- Transported and stored on standard shipping pallets for efficiency
- Robust connection system enables tiles to snap together in both directions
- System contours to the field as needed to accommodate "crowned" fields and other surface imperfections
- Robust enough to handle heavy weights, equipment, and traffic
- Flexible joints prevent breakage
- Integrated bi-directional cable

FIELDTURF ARMOUR MD IS MADE USING THE HIGHEST QUALITY MATERIALS

- High quality co-polymer plastic has high izod impact value
- Specific no-break characteristics
- Built-in 5 year UV package prevents brittleness
- High ethylene content provides flexure and prevents cracking
- Connector tabs are specially designed with flexure to prevent breakage



FIELDTURF ARMOUR HU

FieldTurf **ARMOUR**
HEAVY USE PROTECTION



Our premium turf protection system is designed to handle heavy loads and to provide the ultimate in stability and ground protection. It is the most advanced engineered stadium flooring system on the market today and offers superior protection for all types of surfaces and infills.

FieldTurf Armour HU is a large panel system that features an integrated connection system, a durable aluminum cam lock system and unsurpassed liquid spill protection. Each section has a useable surface area of 42" x 42" and is 2 inches thick, thus providing maximum rigidity and surface protection. Sections connect more quickly than other stadium flooring systems - thus minimizing labor and installation time.

FieldTurf Armour HU tile overlap, incorporates a liquid capture channel which prevents unwanted liquids from flowing through the seam to the protected surface.

FieldTurf Armour HU offers greater protection against moisture and debris. All underside ribbing features a radius edge that eliminates any sharp edges and provides additional peace of mind when transporting heavier payloads over the floor.

FIELDTURF ARMOUR HU IS DESIGNED TO HANDLE HEAVY WEIGHTS

- Handles heavy weights from vehicles, forklifts, and other moving loads
- Ideal choice for both front of house and backstage areas
- Aluminum cam lock system is stronger than any other cam lock systems
- Provides superior life span and long-term durability
- FieldTurf Armour HU's integrated hook and loop system provides additional torsional stability and strength



FieldTurf ARMOUR



FIELDTURF ARMOUR HU IS MANUFACTURED USING THE HIGHEST QUALITY MATERIALS.

- Made from the finest High Density Plastic (HDPE)
- Reinforced with additives for added strength, flex modulus, and izod impact value.
- Built in 5-year UV package prevents degradation and brittleness.
- Our cam locks are manufactured in aluminum (others are made of plastic), providing considerable increased strength.

FIELDTURF ARMOUR HU IS THE MOST COMPREHENSIVELY ENGINEERED SYSTEM, DESIGNED TO HANDLE THE RIGORS OF CONCERT AND STADIUM USE.

- FieldTurf Armour HU is the lowest maintenance heavy duty system available.
- Attractive anti-slip sandblast finish is easy to clean.
- No unsightly patterns to catch dirt.
- No submerged channels to trap food or debris.





FieldCare by FieldTurf

The proper maintenance of your FieldTurf surface will not only keep your field looking and playing its best, but can extend the lifespan of your field. As a result, we've developed a specialized program called **FieldCare**, which is designed to supplement your standard maintenance.

FieldTurf fields have been in the ground for over 18 years of consistent play, season after season. The two main reasons for this long-lasting performance are the product's built-in durability features and continuous proper maintenance. **FieldCare** is designed to help your field perform at its optimal level for even longer.

You bought the best – so why not let the experts ensure a long-lasting investment? FieldTurf's **FieldCare** Maintenance Program will add to your field's life resulting in consistent high performance and very significant cost savings. Consult with your new **FieldCare** Service Manager to select a **FieldCare** program appropriate to your field.

A FieldTurf technician performs a thorough Field Inspection before and after every maintenance session and provides a Field Summary Report upon completion.



Currently there are over 500 satisfied customers taking advantage of the **FieldCare program. Don't just take it from us...**



"Villanova athletics has been extremely satisfied with the professionalism and the expertise of your FieldCare technicians. I imagine Villanova is one of the more difficult Athletic Departments to work with based mainly on the fact that our field is constantly in use. We have always been satisfied with FieldTurf and our FieldCare program."

Chuck Young - Villanova University,
Coordinator of Athletic Facilities and Events

A high-tech field requires a high-tech analysis by a specialized crew, trained specifically for the maintenance of FieldTurf installations. Our **FieldCare** teams work on FieldTurf fields exclusively. We make the best fields and train the best maintainers to look after them. It cannot be done any other way. You should not trust anyone other than FieldTurf for direction on properly servicing your FieldTurf field. **FieldCare** Maintenance Crew visits can be scheduled at your convenience, and will arrive with the customized equipment and supplies necessary to complete the job accurately and within your schedule.

Maintenance Summary Report



NAME OF FIELD/SITE:

Time of Arrival: _____ Time of Departure: _____ Service Visit Date: _____

Contact Name: _____ Classification of Service: _____

Phone #: _____ Site Address: _____

Billing Address: _____ Field Square Footage: _____

GMAX: Y _____ N _____ Primary Sports: _____

Service Provider/Technicians: _____ Field Fiber Type: _____

Fiber Height: _____ Install Date: _____

Report Submitted by: _____ Date of Last FC Service Session: _____
(If no date: Please write "NEW FC Customer")

PRE-FIELD INSPECTION NOTES BY TECHNICIAN (FROM WALKTHROUGH):

MAINTENANCE SERVICES PROVIDED: STANDARD CARE ADVANCED CARE OTHER _____

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Aggressive Brushing / Leveling | <input type="checkbox"/> General Field Sweeping | <input type="checkbox"/> Gmax Testing | <input type="checkbox"/> Standard Infill Decompaction <small>(Not to exceed 1 inch depth)</small> |
| <input type="checkbox"/> Static Brush | <input type="checkbox"/> Field Metal Magnet Sweep | <input type="checkbox"/> Anti-Microbial Spray | <input type="checkbox"/> Tier 2 Decompaction <small>(Deep Time Decompaction)</small> |
| <input type="checkbox"/> Power Static Brushing | <input type="checkbox"/> Static Drag Mat | <input type="checkbox"/> Anti-Static Spray | <input type="checkbox"/> Infill Cleaning / Sifting / Fiber Rejuvenation |
| <input type="checkbox"/> Power Brush & Vac | <input type="checkbox"/> 3 Step Deep Power Broom | <input type="checkbox"/> Refill Infill in High Traffic Areas <small>(Refill not to exceed 250 lbs. Additional rubber is a billable repair).</small> | |
| <input type="checkbox"/> 3-Step Power Grooming <small>(Only advanced care)</small> | <input type="checkbox"/> Power Broom <small>(Perimeter edges & specialty areas)</small> | <input type="checkbox"/> Total Vegetation Control <small>(Perimeter edge only)</small> | |

Post Maintenance Field Inspection: Inlays/Seams/Field Markings

Number of repairs pre-inspection: _____ Post-inspection: _____

Qty: # of total repairs: _____ Estimated # of linear feet repaired: _____

Picture Submission:

Warranty Billable

Minor inlay and/or seam repairs conducted:

Turf Replacement:

FIELD INSPECTION:

- | | |
|--|---|
| <input type="checkbox"/> 1. Logo Analysis | <input type="checkbox"/> 5. UV Fade Inspection |
| <input type="checkbox"/> 2. Seam Separation Analysis | <input type="checkbox"/> 6. Infill - Consistency in Depth |
| <input type="checkbox"/> 3. Perimeter Anchoring | <input type="checkbox"/> 7. Infill - Migration Analysis |
| <input type="checkbox"/> 4. Excessive Wear Analysis | <input type="checkbox"/> 8. Inlaid Line Analysis |

POST MAINTENANCE TECHNICIAN NOTES:

INFILL LEVELS CHECKED PRE MAINTENANCE:

| | | | | | | | | | | | |
|---------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Description | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | AVERAGE |
| Infill Level: | <input type="checkbox"/> |
| Additional Testing: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Time of Day: _____ | | | | | | |

(ASTM Locations Using Primary Sport)

INFILL LEVELS CHECKED POST MAINTENANCE:

| | | | | | | | | | | | |
|---------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Description | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | AVERAGE |
| Infill Level: | <input type="checkbox"/> |
| Additional Testing: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Time of Day: _____ | | | | | | |

(ASTM Locations Using Primary Sport)

Reviewed by FieldTurf Personnel: _____ Date: _____

FREQUENTLY ASKED QUESTIONS

WHAT ARE THE BEST TYPES OF SHOES TO WEAR ON FIELDTURF?

The superior playing characteristics of your FieldTurf surface are directly associated with correct footwear and include: torque release, surface friction and traction. The best types of shoes are molded cleats or screw-ins (maximum recommended is ½"). The footwear designated for natural grass is easily transferable to use on FieldTurf.

- While use of long steel jagged cleats on FieldTurf will not void the warranty, they are not recommended. Limited use is allowable.
- It is important to note that flat-soled shoes and steel cleats do not result in ultimate athlete performance.
- Metal and aluminum rounded molded cleats are acceptable.
- A complete traction study of footwear on FieldTurf is available upon request.

WE HAVE HAD SOME VANDALISM ON OUR FIELD, WHAT DO WE DO?

In all cases, photographs should be taken immediately of any vandalism that has taken place. These will be needed for insurance purposes and should also be sent to the FieldTurf Customer Service Department in order to evaluate the scope of the required repairs.

Burn or singe marks should be evaluated immediately. In some cases, a qualified crew might be able to repair these without replacing sections of the turf. In the case of paint vandalism, it will be imperative to remove the paint as soon as possible, as the longer it stays on the surface, especially in the hot sun, the more difficult it becomes to remove.

Two commercially available removers are safe for use with the FieldTurf system;

- 1) Graffiti remover by Goof-Off
- 2) Zep Heavy Duty Citrus Degreaser

Both of these are most effective when used in conjunction with warm/hot water.

A PRESSURE WASHER IS IDEAL WHEN AVAILABLE; A FEW GUIDELINES TO FOLLOW:

- 1) Apply approved remover first.
- 2) Work it in with a brush, first one way against the fibres, then the other. Hot/warm water can be used on the brush to further activate the remover.
- 3) The pressure washer nozzle should be held no closer than 2' from the grass & at no less than a 45 degree angle.
- 4) Again, going in one direction of the fibers, then back the other way.
- 5) All steps should be repeated if necessary.

It should be noted that in most cases it is not known what kind of paint we are dealing with. The above mentioned removers might not give the results needed. Please contact the FieldTurf Customer Service Department as several paint suppliers also manufacture various removers that are safe on our surface. They are also very helpful and knowledgeable with removal methods and will be a good phone or on-site resource, if needed.

WE HAVE A SPORTING EVENT ON OUR FIELD WITH NO TIME TO CONFIGURE THE FIELD PROPERLY. CAN WE USE LIME, CHALK, OR TAPE FOR TEMPORARY LINES?

The use of pulverized lime stone such as used on a natural grass field for baseball is not ideal as it tends not to stick to fibers, but simply settle into the Infill. Their prolonged use tends to "gum" up the infill and could eventually affect drainage in those areas.

One time use, if time is a constraint and there are no other options, might be permitted. Please contact FieldTurf Customer Service before proceeding.

Testing the chalk off the field of play is ideal, as it helps adjust your flow rates and allows you to apply as little as possible, while still allowing the players and officials to see the lines. Unfortunately, all the tests and attempts that have been done with "tapes" to line fields have not been successful. They are either too tacky, risk pulling out fibers and also risk leaving a residue that has to be taken off with a gum remover or are too flimsy and risk being a tripping hazard.

A chalk paint is ideal for short term use. Please contact the FieldTurf Customer Service Department for a list of recommended suppliers.

WHAT EQUIPMENT CAN BE USED TO PAINT AND REMOVE PAINT?

A list of recommended painting and paint removal equipment, as well as painting and removal tips and guidelines can be obtained by contacting your FieldTurf Customer Service Department.

CAN WE HOLD GRADUATION CEREMONIES ON OUR FIELD?

Yes, though it is always preferable to cover the surface as shown on pages 28-33, it is possible to hold this event without covering the main area of the field itself.

Though post chairs will generally not damage the surface, they do tend to sink a bit and therefore cause the unevenness, which is more uncomfortable than anything else. A quick test will show you the end result. However, if post chairs are used without a field covering, those equipped with rubber stoppers are a must. The chairs should only create small "divot" holes that generally disappear when the field is groomed after the event, again testing the end results off the main field of play is always recommended.

Chairs with "full contact to the surface" are ideal, if available.

Though no damage will likely occur, ladies will find high heels very difficult to walk in. If the surface is dry you will see many patrons with shoes in their hands. Many have recommended that the ladies either wear/or bring "flats" for their own comfort. Another option would be to cover the aisles with a recommended covering or plywood, then conventional carpeting over the top.

It will be imperative to cover the area under the staging. Either a recommended covering (i.e. FieldTurf Armour - Pages 19-20), an equivalent protection or with 4' X 8' (3/4") plywood sheets (doubled or tripled under the stage footings). The thickness used will depend on the PSI that exceeds the allowable 70 psi (as indicated in the "Vehicle Circulation" guidelines (Page 34). A tarp or plastic covering underneath should be used to avoid splinters getting into the grass.

The FieldTurf warranty covers the components and installation of your FieldTurf product. Though all efforts are made to provide appropriate directives for the staging of events other than the sporting activities set out in the warranty; the responsibility remains on the owner for any mishaps or damages that might occur, however no breach in warranty exists with the staging of such events.

A thorough grooming is recommended after the event.

WE USED TO HAVE FIREWORKS ON THE 4TH OF JULY, CAN WE STILL HAVE THEM WITH OUR NEW FIELD?

Whenever possible, direct contact of fireworks should be avoided near our synthetic grass system. However though some polyethylene fibers could be singed when in contact with live ambers or fireworks, water will immediately alleviate any damage. A fire extinguisher can be used, but water is preferable since it leaves no residue to penetrate the infill, however, either one is fine.

Watering the field will certainly help reduce potential damage, however, whenever possible, the field should be covered by a "fire resistant" covering. Contact the Customer Service Department for a list of recommended suppliers.

CAN A LEAF BLOWER BE USED ON THE FIELD?

Yes, this is an effective method of getting rid of leaves, pine needles, dried sunflower seeds etc. The blower should be held no closer than 2' from the surface and at a 45 degree angle as to avoid displacing any of the infill from the field.

HOW DOES CLIMATE AFFECT THE FIELDTURF SURFACE I.E. SNOW, RAIN, AND SALT WATER?

Your FieldTurf surface is designed to withstand a wide range of climatic and atmospheric conditions, such as ultraviolet rays (UV), snow, ice, salt water and sea climates without damage. However, it is essential that the field is washed periodically to remove any salt water deposits on the field surface.

WE SEEM TO HAVE A LOT OF GEESE LANDING ON OUR FIELD WHILE THEY MIGRATE BACK AND FORTH IN THE FALL AND SPRING. WHAT CAN WE DO TO KEEP THEM AWAY?

Several remedies are safe for humans and unpleasant for our feathered friends.

Contact our FieldTurf Customer Service Department for further details.

CAN TRACK AND FIELD EVENTS SUCH AS DISCUS, JAVELIN, SHOTPUT BE HELD ON MY FIELD?

It should be noted that the use of the discus, shot-put, javelin and hammer will not void the warranty.

However to avoid any damage to the FieldTurf surface the following guidelines must be implemented:

The surface should be covered with an appropriate tarp or covering so that the FieldTurf surface is not damaged in any way. An un-infilled piece of FieldTurf also works very well.

FieldTurf recommends that the landing space be rotated each time to avoid use in a concentrated area.

Grooming of the infill is recommended after each event to ensure that the infill is redistributed properly.

The Javelin must be equipped with a rubber tip to avoid damage to the FieldTurf system.

FieldTurf cannot be responsible for any damages caused to the Field by use of any of the equipment mentioned above.

CAN WE USE TRAINING EQUIPMENT, SUCH AS BLOCKING SLEDS ON THE FIELD?

Training devices should be used with caution. Though their use does not constitute a breach of your warranty, FieldTurf cannot be responsible for any damage caused by the use of any such training equipment.

Since many manufacturers have developed or modified their Equipment specifically for synthetic systems, it is suggested that they be consulted for their recommendations and guidelines before use.

Our research has yielded some recommended guidelines which include:

- To make use of sleds and various training devices off the main field of play, such as D zones, end zones (if no Inlaid logos appear) and areas away from the main boundaries of play where the panels run parallel to the field and no inlaid markings appear.
- If used on the field of play, it is suggested that it be across the field in the directions that the panels were installed, as opposed to end to end against them.
- It is always recommended to remove the Equipment from the Field after each use.

The same recommendations would apply to the use of "Tire Flipping" as a training aid. Moreover a few specific recommendations would be:

- To make sure that the tires are clean, any dirt will likely get transferred to the turf and Infill.

It is not recommended to use the tires as a "Resistance" tool, by dragging them across the turf. Preliminary research has shown that the friction could possibly damage or even pull out some of the polyethylene fibers.

As in other higher use areas on the field, grooming frequencies might have to be augmented to Groom both the Infill and the fibers.

CAN BLEACHING AGENTS BE USED ON FIELDTURF FIELDS?

Oxidizing agents such as bleaching agents should NOT be used on FieldTurf fields.

I SEEM TO HAVE BASE DEPRESSIONS OR DIPS ON MY FIELD, WHAT DO I DO?

Base depressions or "dips" that form on a field are not unlike potholes on our roads. The sub-base construction is similar in some aspects to road work. It usually consists of 6" to 10" of crushed stone over the existing soil that was graded and compacted. Over time and especially if the soil is of poor quality or unstable, areas may depress.

The unevenness or depression that has formed is a result of the shifting of the base soil below it. Obviously this then causes the turf system to sink. It should be noted that this is not part of the turf system warranty, however, it should be addressed. Contact your base contractor with any sub-base related issues.

WHAT DO I DO IF WE SPILL GATORADE ON THE FIELD?

We recommend that the areas with Gatorade or other drinks/fluids be cleaned as soon as possible with water in order to avoid bugs being attracted to the surface or jerseys becoming stained as a result of the spilled liquid.

WHY DOES MY FIELD APPEAR TO BE SLOW IN DRAINING?

Slow/insufficient drainage can be caused by a wide variety of factors which include, but are not limited to:

- Poor drain base design
- Utilization of incorrect drain base materials
- Improper drain base construction techniques
- Inadequate infrastructure
- Other outside factors

If these factors have been ruled out or do not seem to be a likely contributing factor, it is possible that the slow drainage is a result of surface tension – a natural phenomenon common in the fabric, carpet and outdoor flooring industry. Surface tension is especially common on recently completed fields. In most cases, the problem resolves itself naturally over the 6 week break-in period as the field is played on. In rare cases, the field could be treated with a surfactant and/or degreasing agent to enhance water penetration and eliminate surface tension.

IT SHOULD ALSO BE NOTED THAT SOME "PUDDLING" OR "PONDING" IS PERFECTLY NORMAL IN CERTAIN CIRCUMSTANCES. IN ALMOST ALL CASES, HOWEVER, THE FIELD SHOULD BE FREE AND CLEAR OF ANY STANDING WATER ONCE THE PRECIPITATION HAS STOPPED FOR APPROXIMATELY 30 MINUTES.

FIELDTURF MAINTENANCE GUIDELINES

Information

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info@fieldturf.com www.fieldturf.com



THE ULTIMATE
SURFACE EXPERIENCE



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 20, 2016

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

Dear Mayor and Members of the City Council:

ADOPTION OF THE FISCAL YEAR (FY) 2015-2016 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Consider public testimony;
3. Adopt the Fiscal Year 2015-016 Consolidated Annual Performance and Evaluation Report (CAPER); and
4. Authorize the City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 30, 2016.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days following the end of the program year — in accordance with U.S. Department of Housing and Urban Development (HUD) guidelines. The purpose of the CAPER is to highlight the City's achievements during the fiscal year ending June 30, 2016 for:

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

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

ADOPTION OF THE FISCAL YEAR (FY) 2015-2016 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

September 20, 2016

Page 2 of 4

This is the City's first CAPER under the 2015/16-2019/20 Consolidated Plan. The Consolidated Plan identifies the City's overall vision and strategy for addressing housing and non-housing community development needs in Huntington Park, while the Annual Action Plan provides the short-term goals for the implementation of the Consolidated Plan's goals.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This is the City's first CAPER under the Five-Year Consolidated Plan for Fiscal Years 2015/16 – 2019/20. During FY 2015/16 specifically, the City had available the following federal resources:

The City of Huntington Park had over \$1.5 in CDBG monies available for FY 2015/16, composed of:

- \$1,273,451 Entitlement Funds
- \$236,412 Carry Forward Funds

CDBG funds were allocated to four major categories:

1. Commercial Rehabilitation
2. Facility Improvements
3. Public Services
4. Code Enforcement
5. Program Administration

The City of Huntington Park also had available approximately \$843,000 in HOME funding for FY 2015/16, composed of:

- \$432,150 Entitlement Funds
- \$410,623 Carry Forward Funds

Despite continuous reductions in entitlement funds from 2010 to the present (in 2010, the CDBG and HOME entitlements were \$1,736,277 and \$913,714, respectively, a reduction of nearly 25% in CDBG over the five years, and an almost 50% reduction in HOME), the City has still strived to meet its Consolidated Plan and Annual Action Plan goals, see below.

ADOPTION OF THE FISCAL YEAR (FY) 2015-2016 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

September 20, 2016

Page 3 of 4

**Consolidated Plan
Objectives and Accomplishments
Strategic Plan and Program Year to Date**

| Goal | Implementing Programs | 5-Year Strategic Plan Goals | 5-Year Strategic Plan Accomplishments | Percent Complete | FY 2015/16 Program Year Goals | FY 2015/16 Program Year Accomplishments | Percent Complete |
|---|---|-----------------------------|---------------------------------------|------------------|-------------------------------|---|------------------|
| Preserve Existing & Create New Affordable Housing | Acquisition/Rehab/ New Construction | 6 housing units | 0 housing units | 0.00% | 6 housing units | 0 housing units | 0.00% |
| Preserve Existing & Create New Affordable Housing | Residential Rehabilitation; Minor Home Repair Program | 75 housing units | 0 housing units | 0.00% | 15 housing units | 0 housing units | 0.00% |
| Preserve Existing & Create New Affordable Housing | TBRA Program | 17 households | 15 households | 88.2% | 17 households | 15 households | 88.2% |
| Preserve Existing Public Facilities | Soccer Field Lighting Project | 58,310 persons | 61,235 persons | 105% | 58310 persons | 61,235 persons | 105% |
| Provide Economic Opportunity | Commercial Rehabilitation Program | 20 businesses | 0 businesses | 0.00% | 4 businesses | 0 businesses | 0.00% |
| Provide Economic Opportunity | HP Business Assistance and Economic Development Program | 45 businesses | 62 businesses | 138% | 8 businesses | 62 businesses | 775% |
| Provide Needed Community Services to LMI Persons | P&R After School Program; HP Library Homework Center; Community Beautification; Fair Housing Services | 58310 persons | 58,310 persons | 100% | 58310 persons | 58,310 persons | 100% |
| Provide Needed Infrastructure Improvements | No infrastructure improvements funded in FY 2015/16 | 58310 persons | 0 persons | 0.00% | 0 persons | 0 persons | 0.00% |

ADOPTION OF THE FISCAL YEAR (FY) 2015-2016 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

September 20, 2016

Page 4 of 4

| Goal | Implementing Programs | 5-Year Strategic Plan Goals | 5-Year Strategic Plan Accomplishments | Percent Complete | FY 2015/16 Program Year Goals | FY 2015/16 Program Year Accomplishments | Percent Complete |
|--|---|-----------------------------|---------------------------------------|------------------|-------------------------------|---|------------------|
| Support Agencies that Assist Homeless Populations | No homeless programs funded in FY 2015/16 | 2500 persons | 0 persons | 0.00% | 0 persons | 0 persons | 0.00% |
| Support Agencies that Assist Special Needs Populations | HP Senior Program | 1500 persons | 280 persons | 19% | 300 persons | 280 persons | 93% |
| Sustain and Strengthen Neighborhood | Code Enforcement | 4500 housing units | 660 housing units | 14.67% | 900 housing units | 660 housing units | 73.3% |

CONCLUSION

Upon Council approval City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development (HUD) by the federal deadline of September 30, 2016.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Manuel Acosta
Economic Development Manager

ATTACHMENT(S)

- A. Draft Fiscal Year (FY) 2015-16 Consolidated Annual Performance and Evaluation Report (CAPER)



CITY OF HUNTINGTON PARK

**CONSOLIDATED ANNUAL PERFORMANCE &
EVALUATION REPORT (CAPER)**

JULY 1, 2015 – JUNE 30, 2016

Public Review Draft

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

**HUNTINGTON PARK
2015/16 CAPER**

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Appendices

- Exhibit 1: Summary of Accomplishments (IDIS Report: C04PR23)
 - Exhibit 2: Summary of Consolidated Plan Projects (IDIS Report: C04PR06)
 - Exhibit 3: CDBG Financial Summary (IDIS Report: C04PR26)
 - Exhibit 4: CDBG Activity Summary Report (IDIS Report: C04PR03)
 - Exhibit 5: CDBG Performance Measurement Report (IDIS Report: C04PR83)
 - Exhibit 6: CDBG Strategy Area, CDFI, and Local Target Area Report (IDIS Report: C04PR84)
-

Introduction

The City of Huntington Park's (City) FY 2015/16 Consolidated Annual Performance Evaluation Report (CAPER) is the first year-end performance evaluation under the 2015-2019 Consolidated Plan. The CAPER discusses affordable housing outcomes, homelessness and special needs activities, non-housing community development activities, and other actions in furtherance of the City's Annual Action Plan Programs and Projects for Fiscal Year (FY) 2015/16 (July 1, 2015 to June 30, 2016). This document will be formatted using HUD's CAPER template, which will be submitted via online by way of the Integrated Disbursement and Information System (IDIS).

The City receives Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds each year from the federal government to support housing and community development activities that principally benefit low and moderate-income households. To receive these federal funds, the City must adopt a five-year strategic plan that identifies local needs, and how these needs will be prioritized and addressed using these federal funds. In May of 2015, the Huntington Park City Council adopted a five-year (FY 2015/16–2019/20) Consolidated Plan. Huntington Park's new Plan builds upon several other related planning documents, including: City's 2010 - 2015 Consolidated Plan; City's 2015-2019 Analysis of Impediments to Fair Housing Choice; City's Capital Improvement Program 5-Year Project Schedule; LAHSA's 2013 Point in Time Homeless Count; and the City's General Plan and Housing Element.

Strategic Plan Summary

The City's Consolidated Plan strategy includes general priorities to meet the needs of the community and the City's rationale for investment of federal funds. In order to address the needs, the City identified the following priorities as having the greatest need in the community:

1. Sustain and Strengthen Neighborhoods
2. Preserve Existing and Create New Affordable Housing
3. Public/Community Services
4. Public Facilities
5. Infrastructure Improvements
6. Planning for Housing and Community Development

These priorities were formed based on the national objectives and outcomes supported by HUD as described below.

National Objectives

These priorities were formed based on the national objectives and outcomes supported by HUD as described below.

- Provide decent affordable housing. The activities that typically would be found under this objective are designed to cover a wide range of housing possibilities under HOME and CDBG.
- Creating a suitable living environment. In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- Creating economic opportunities. This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

National Objective Outcomes

The outcomes reflect what the grantee seeks to achieve by the funded activity. The City of Westminster associates the national objectives to these outcomes.

- Availability/Accessibility;
- Affordability; and
- Sustainability.

The City's strategy to meet HUD's national objectives and outcomes are described in Table 1 below.

**Huntington Park 2015/16 – 2019/20 Consolidated Plan Programs
By HUD Objectives and Outcomes**

| OBJECTIVE/ OUTCOMES | AVAILABILITY/ ACCESSIBILITY | AFFORDABILITY | SUSTAINABILITY |
|------------------------------------|---|--|--|
| DECENT HOUSING | <i>Implementing Programs:</i> <ul style="list-style-type: none"> • Residential Rehabilitation | <i>Implementing Programs:</i> <ul style="list-style-type: none"> • Affordable Housing Development | |
| SUITABLE LIVING ENVIRONMENT | <i>Implementing Programs:</i> <ul style="list-style-type: none"> • Minor Home Repair • Commercial Rehabilitation • Homeless Services • Youth Services • Senior Services • Community Beautification • Fair Housing Services | | <i>Implementing Programs:</i> <ul style="list-style-type: none"> • Code Enforcement • Infrastructure Improvements • Community Facility Improvements |
| ECONOMIC OPPORTUNITY | <ul style="list-style-type: none"> • Economic Development Program • Employment Training | | |

Table 1 - 2015/16 – 2019/20 Consolidated Plan Programs

Summary

For fiscal year 2015/16, the City of Huntington Park had a total of \$1,509,863 in CDBG funds. This total amount was comprised of \$1,273,451 in Fiscal 2015/16 CDBG entitlement funds and \$236,412 in prior year unallocated CDBG funds carried forward. CDBG funds were used for public services, public facility improvements, code enforcement, CDBG administration, and fair housing services.

The City of Huntington Park also had \$842,773 in HOME Program funds comprised of a FY 2015/16 allocation of \$432,150, and a carryover balance of \$410,623. The City used HOME funds for administration of the HOME program and funded two residential rehabilitation loans.

Based on the limited amount of federal and non-federal resources available for housing and community development projects and programs, the City addressed the needs having a high priority level in FY 2015/16.

CR-05 - Goals and Outcomes

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

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 2 below illustrates the City’s FY 2015/16 Annual Action Plan outcomes (based on defined units of measure) as it compares to the five-year Consolidated Plan aggregate (2015/16 – 2019/20).

| Goal | Category | Source / Amount | Indicator | Unit of Measure | Expected – Strategic Plan | Actual – Strategic Plan | Percent Complete | Expected – Program Year | Actual – Program Year | Percent Complete |
|---|--------------------|----------------------------------|---|------------------------|---------------------------|-------------------------|------------------|-------------------------|-----------------------|------------------|
| Planning for Housing and Community Development | Administration | CDBG: \$244,690 / HOME: \$43,215 | Other <i>(CDBG and HOME Program Administration)</i> | Other | Not applicable | Not applicable | Not applicable | Not applicable | Not applicable | Not applicable |
| Preserve Existing & Create New Affordable Housing | Affordable Housing | HOME: \$0 | Rental units rehabilitated <i>(Acquisition/Rehab/New Construction)</i> | Household Housing Unit | 6 | 0 | 0.00% | 6 | 0 | 0.00% |

| Goal | Category | Source / Amount | Indicator | Unit of Measure | Expected – Strategic Plan | Actual – Strategic Plan | Percent Complete | Expected – Program Year | Actual – Program Year | Percent Complete |
|--|-----------------------------------|-----------------|---|------------------------|---------------------------|-------------------------|------------------|-------------------------|-----------------------|------------------|
| Preserve Existing & Create New Affordable Housing | Affordable Housing | HOME: \$69,000 | Homeowner Housing Rehabilitated <i>(Residential Rehabilitation and Minor Home Repair Program)</i> | Household Housing Unit | 75 | 0 | 0.00% | 15 | 0 | 0.00% |
| Preserve Existing & Create New Affordable Housing | Affordable Housing | HOME: \$90,000 | Tenant-based rental assistance / Rapid Rehousing <i>(TBRA Program)</i> | Households Assisted | 17 | 15 | 88.2% | 17 | 15 | 88.2% |
| Preserve Existing Public Facilities | Non-Housing Community Development | CDBG: \$98,965 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit <i>(Soccer Field Lighting Project)</i> | Persons Assisted | 58,310 | 61,235 | 105% | 58310 | 61,235 | 105% |
| Provide Economic Opportunity | Non-Housing Community Development | CDBG: \$0 | Facade treatment/business building rehabilitation <i>(Commercial Rehabilitation Program)</i> | Business | 20 | 0 | 0.00% | 4 | 0 | 0.00% |

| Goal | Category | Source / Amount | Indicator | Unit of Measure | Expected – Strategic Plan | Actual – Strategic Plan | Percent Complete | Expected – Program Year | Actual – Program Year | Percent Complete |
|---|-----------------------------------|-----------------|--|---------------------|---------------------------|-------------------------|------------------|-------------------------|-----------------------|------------------|
| Provide Economic Opportunity | Non-Housing Community Development | CDBG: \$25,000 | Businesses assisted <i>(HP Business Assistance and Economic Development Program)</i> | Businesses Assisted | 45 | 62 | 138% | 8 | 62 | 775% |
| Provide Needed Community Services to LMI Persons | Non-Housing Community Development | CDBG: \$182,356 | Public service activities other than Low/Moderate Income Housing Benefit <i>(P&R After School Program; HP Library Homework Center; Community Beautification; Fair Housing Services)</i> | Persons Assisted | 58310 | 58,310 | 100% | 58310 | 58,310 | 100% |
| Provide Needed Infrastructure Improvements | Non-Housing Community Development | CDBG: \$0 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit <i>(No infrastructure improvements funded in FY 2015/16)</i> | Persons Assisted | 58310 | 0 | 0.00% | 0 | 0 | 0.00% |

| Goal | Category | Source / Amount | Indicator | Unit of Measure | Expected – Strategic Plan | Actual – Strategic Plan | Percent Complete | Expected – Program Year | Actual – Program Year | Percent Complete |
|---|--|-----------------|--|------------------------|---------------------------|-------------------------|------------------|-------------------------|-----------------------|------------------|
| Support Agencies that Assist Homeless Populations | Homeless Non-Housing Community Development | CDBG: \$0 | Public service activities other than Low/Moderate Income Housing Benefit <i>(No homeless programs funded in FY 2015/16)</i> | Persons Assisted | 2500 | 0 | 0.00% | 0 | 0 | 0.00% |
| Support Agencies that Assist Special Needs Populat | Non-Homeless Special Needs | CDBG: \$14,940 | Public service activities other than Low/Moderate Income Housing Benefit <i>(HP Senior Program)</i> | Persons Assisted | 1500 | 280 | 19% | 300 | 280 | 93% |
| Sustain and Strengthen Neighborhoods | Non-Housing Community Development | CDBG: \$330,000 | Housing Code Enforcement/Foreclosed Property Care <i>(Code Enforcement)</i> | Household Housing Unit | 4500 | 660 | 14.67% | 900 | 660 | 73.3% |

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

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Consistent with the City's Priority Needs outlined in the Consolidated Plan, the City allocates the largest share of its CDBG funding to non-housing community development activities (public facilities, infrastructure, and public services), preceded by the community's housing needs and program administration funded by both CDBG and HOME. As previously mentioned, the Consolidated Plan five-year priorities for assistance with CDBG and HOME funds takes into consideration several factors such as: 1) those households most in need of housing and community development assistance, as determined through the Consolidated Plan needs assessment, consultation, and public participation process; 2) which activities will best meet the needs of those identified households; and 3) the extent of other non-federal resources that can be utilized to leverage/match CDBG and HOME funds to address these needs.

Overall, the approved projects and programs in the FY 2015/16 Annual Action Plan assisted as many participants as possible with limited resources available. The City contributed the maximum allowable for CDBG Public Services (15 percent of the annual allocation); however, the number of persons assisted with affordable housing (Acquisition / Rehabilitation / New Construction projects and Minor Home Rehabilitation), Commercial Rehabilitation; and Code Enforcement were below the expected outcomes. As a reminder, results will vary from year to year. There is currently one affordable housing projects underway with completion scheduled for FY 2016/17. As well, there are two commercial rehabilitation projects currently underway that are also slated for completion in /2016/17. The outcomes for projects and programs that are underway will be included in the FY 2016/17 Consolidated Annual Performance and Evaluation Report (CAPER).

CR-10 - Racial and Ethnic composition of families assisted

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

91.520(a)

| | CDBG | HOME | TOTAL |
|--|------------|----------|------------|
| White | 480 | 0 | 480 |
| Black or African American | 1 | 0 | 1 |
| Asian | 0 | 0 | 0 |
| American Indian or American Native | 2 | 0 | 2 |
| Native Hawaiian or Other Pacific Islander | 0 | 0 | 0 |
| American Indian or American Native and White | 0 | 0 | 0 |
| Asian and White | 0 | 0 | 0 |
| Black or African American and White | 0 | 0 | 0 |
| American Indian or American Native and Black | 0 | 0 | 0 |
| Other Multi Racial | 128 | 0 | 128 |
| TOTAL | 611 | 0 | 611 |
| Hispanic | 602 | 0 | 602 |
| Not Hispanic | 9 | 0 | 9 |

Table 3 – Table of assistance to racial and ethnic populations by source of funds

Narrative

For program year 2015/16, the majority of CDBG allocation was invested in community development and non-community development activities, such as public facilities, public services, code enforcement, administration, and affordable housing. As described in the table above, a total of 602 Hispanic residents, or 96 percent of all persons assisted in FY 2015/16, received some type of assistance from CDBG funded activities or services.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

| Source of Funds | Source | Resources Made Available | Amount Expended During Program Year |
|-----------------|--------|--------------------------|-------------------------------------|
| CDBG | | | |
| HOME | | | |

Table 4 - Resources Made Available

Narrative

During FY 2015/16, the City received \$2,352,636 in federal funding to address the goals and objectives of the FY 2015/16 Action Plan. Specifically, the CDBG entitlement amount for FY 2015/16 was \$1,273,451. Prior year unspent funds were \$236,412 resulting in a total of \$1,509,863 for CDBG. HOME funding for FY 2015/16 was \$432,150, plus \$410,623 in unspent prior year funds.

The expenditures during the 2015/16 program year totaled \$xxxx from federal resources which addressed the needs of extremely, low, and moderate-income persons. CDBG expenditures included projects and programs approved in FY 2015/16 and from prior years. A total of \$xxx in HOME expenditures were related to the acquisition of a residential building for the purpose of affordable housing.

Identify the geographic distribution and location of investments

| Target Area | Planned Percentage of Allocation | Actual Percentage of Allocation | Narrative Description |
|-------------------------|----------------------------------|---------------------------------|-------------------------|
| City of Huntington Park | 100 | 100 | City of Huntington Park |

Table 5 – Identify the geographic distribution and location of investments

Narrative

The City utilizes CDBG and HOME funds for projects and programs operated citywide. However, the majority of CDBG-funded facility projects are targeted to the most-needy neighborhoods: those census tracts where 51% or more of the residents are low- or moderate-income. Of Huntington Park's twenty census tracts, seventeen are majority (>50%) low/mod income, and are thus designated "low/mod" tracts by HUD. Census tract 5326.03, block group 1, census tract 5335.03, block group 2, and census tract 5345.01, block group 1 are <50% low/mod and thus do not qualify as a low/mod tract per HUD guidelines. Subtracting the population in these three non-qualifying block groups (2,925) from the city's total population of 61,235 residents results in a

balance of 58,310 low/mod residents.

The City's Neighborhood Improvement, Code Enforcement, and Graffiti Removal programs are provided on a citywide basis and are funded in part through the City's General Fund for the three census block groups in the City that are not designated low-moderate income areas. All other activities funded as part of this Consolidated Plan are offered on a citywide basis to low and moderate-income Huntington Park residents, except for HOME-funded Housing Development activities and the CDBG-assisted Commercial Rehabilitation Program in the downtown. The City's rationale for implementing activities on a citywide basis, rather than geographically targeting certain neighborhoods is as follows:

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

Leveraging

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

Federal funds play a crucial role in implementing the Consolidated Plan. Local private and non-federal funds are usually insufficient to meet the heavy demand for housing and services in our community. Agencies receiving CDBG and HOME funds use those funds as a commitment to receiving other funding sources. Likewise, the City also leverages other resources among the formula grant programs. For example, the HOME program is matched by a variety of sources, including: private investment, public investment, and tax credits.

The HOME Program requires a match of every dollar drawn; however, the City of Huntington Park 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.

| Fiscal Year Summary – HOME Match | |
|--|-----------------|
| 1. Excess match from prior Federal fiscal year | Not applicable. |
| 2. Match contributed during current Federal fiscal year | Not applicable. |
| 3 .Total match available for current Federal fiscal year (Line 1 plus Line 2) | Not applicable. |
| 4. Match liability for current Federal fiscal year | Not applicable. |
| 5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4) | Not applicable. |

Table 6 – Fiscal Year Summary - HOME Match Report

| Match Contribution for the Federal Fiscal Year | | | | | | | | |
|--|----------------------|----------------------------|-------------------------------|------------------------------|-------------------------|---|----------------|-----------------|
| Project No. or Other ID | Date of Contribution | Cash (non-Federal sources) | Foregone Taxes, Fees, Charges | Appraised Land/Real Property | Required Infrastructure | Site Preparation, Construction Materials, Donated labor | Bond Financing | Total Match |
| | | | | | | | | Not applicable. |

Table 7 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

| Program Income – Enter the program amounts for the reporting period | | | | |
|---|---|---|--------------------------|--|
| Balance on hand at beginning of reporting period | Amount received during reporting period | Total amount expended during reporting period | Amount expended for TBRA | Balance on hand at end of reporting period |
| \$ | \$ | \$ | \$ | \$ |
| \$0 | \$0 | \$0 | \$0 | \$0 |

Table 8 – Program Income

| Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period | | | | | | |
|---|-------|-----------------------------------|---------------------------|--------------------|----------|--------------------|
| | Total | Minority Business Enterprises | | | | White Non-Hispanic |
| | | Alaskan Native or American Indian | Asian or Pacific Islander | Black Non-Hispanic | Hispanic | |
| Contracts | | | | | | |
| Number | 0 | 0 | 0 | 0 | 0 | 0 |
| Dollar Amount | 0 | 0 | 0 | 0 | 0 | 0 |
| Sub-Contracts | | | | | | |
| Number | 0 | 0 | 0 | 0 | 0 | 0 |
| Dollar Amount | 0 | 0 | 0 | 0 | 0 | 0 |
| | Total | Women Business Enterprises | Male | | | |
| Contracts | | | | | | |
| Number | 0 | 0 | 0 | | | |
| Dollar Amount | 0 | 0 | 0 | | | |
| Sub-Contracts | | | | | | |
| Number | 0 | 0 | 0 | | | |
| Dollar Amount | 0 | 0 | 0 | | | |

Table 9 – Minority Business and Women Business Enterprises

| Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted | | | | | | |
|--|-------|-----------------------------------|---------------------------|--------------------|----------|--------------------|
| | Total | Minority Property Owners | | | | White Non-Hispanic |
| | | Alaskan Native or American Indian | Asian or Pacific Islander | Black Non-Hispanic | Hispanic | |
| Number | 0 | 0 | 0 | 0 | 0 | 0 |
| Dollar Amount | 0 | 0 | 0 | 0 | 0 | 0 |

Table 10 – Minority Owners of Rental Property

| Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition | | | | | | |
|--|-------|-----------------------------------|---------------------------|--------------------|----------|--------------------|
| Parcels Acquired | | 0 | | | | |
| Businesses Displaced | | | | | | |
| Nonprofit Organizations Displaced | | | | | | |
| Households Temporarily Relocated, not Displaced | | | | | | |
| Households Displaced | Total | Minority Property Enterprises | | | | White Non-Hispanic |
| | | Alaskan Native or American Indian | Asian or Pacific Islander | Black Non-Hispanic | Hispanic | |
| Number | 0 | 0 | 0 | 0 | 0 | 0 |
| Cost | 0 | 0 | 0 | 0 | 0 | 0 |

Table 11 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

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

| | One-Year Goal | Actual |
|--|---------------|-----------|
| Number of homeless households to be provided affordable housing units | 0 | 0 |
| Number of non-homeless households to be provided affordable housing units | 21 | 0 |
| Number of special-needs households to be provided affordable housing units | 17 | 15 |
| Total | 38 | 15 |

Table 2 – Number of Households

| | One-Year Goal | Actual |
|--|---------------|-----------|
| Number of households supported through rental assistance | 17 | 15 |
| Number of households supported through the production of new units | 0 | 0 |
| Number of households supported through the rehab of existing units | 15 | 0 |
| Number of households supported through the acquisition of existing units | 6 | 0 |
| Total | 38 | 15 |

Table 13 – Number of Households Supported

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

The City proposed to achieve these one-year accomplishments based on the goals and objectives established in the City's five-year Consolidated Plan Priority Needs. In FY 2016/17, the City again funded the Tenant Based Rental Assistance Program and assisted 15 elderly households with affordable housing. The City underperformed in both the Residential Rehabilitation and Minor Home Repair programs, with only two loans funded in FY 2015/16 (to be completed in FY 2016/17). Lastly, while the City had sufficient funds for up to six units of affordable housing, the

City instead opted to work with the local CHDO, Oldtimers Housing Development Corporation (OHDC), on a project located at 6303 ½ Marconi Street, called the Marconi Bungalows Project. In July 2016, the Huntington Park City Council authorized an Affordable Housing Agreement granting the OHDC \$295,400 in HOME Program funds to construct a one-bedroom single-family dwelling built over a four-car garage with tandem parking, and to complete rehabilitation of a two-bedroom detached unit. The proposal provides for on-site improvements, as well as \$45,000 in project delivery soft costs, e.g., underwriting and property inspections. Both units will be subject to occupancy and affordability restrictions affordable to low income households under HOME and previously provided NSP funds. The project is slated for completion in FY 2016/17, at which point the accomplishments will be reported in that years' CAPER.

Discuss how these outcomes will impact future annual action plans.

The slow start to both the Residential Rehabilitation and Minor Home Repair Programs was a result of insufficient staffing to properly administer the programs. However, in FY 2016/17, the City has retained both a full-time rehabilitation specialist and a part-time intern to implement all of the City's rehabilitation efforts. The City will attempt to "catch up" to the performance goals as outlined in the Consolidated Plan.

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

| Number of Persons Served | CDBG Actual | HOME Actual |
|--------------------------|-------------|-------------|
| Extremely Low-income | 0 | 15 |
| Low-income | 0 | 0 |
| Moderate-income | 0 | 0 |
| Total | 0 | 15 |

Table 34 – Number of Persons Served

Narrative Information

Actual outcomes, as reported in Table 14 above, represent participating households in the City's tenant based rental assistance program. The City has provided TBRA to elderly households in Huntington Park to help maintain their housing at affordable rents. All beneficiaries were extremely-low income.

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

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

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

The City of Huntington Park does not administer a homeless prevention program; however two local homeless providers, the Southeast Churches Service Center and the Salvation Army Southeast Communities, both provided a referral service and transportation to the nearby Salvation Army Bell Shelter in the city of Bell. The Bell Shelter assessed the individual needs of homeless persons including case management, supportive and transitional housing, individual or group counseling, a drug and alcohol program, job search assistance, homeless veteran's reintegration, adult education, and a mobile medical clinic. Both the Southeast Churches Service Center and the Salvation Army will be CDBG-funded in FY 2016/17.

Addressing the emergency shelter and transitional housing needs of homeless persons

Huntington Park addressed the emergency and transitional needs of the homeless and other persons needing shelter by actively participating in programs administered by public and quasi-public agencies. While no emergency shelters are located in Huntington Park, a 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 were offered through the LA Unified School District, which can lead to various vocational certificates. ESL classes were 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 shelters 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.

Lastly, Huntington Park used local HOME funds to develop a transitional housing project, Mosaic

Gardens, on Middleton Street in Huntington Park. Partnering with LINC Housing, the City restored and renovated the building to serve as a home for limited-income families and transition age youth (TAY), ages 18-24, who also receive services from the Los Angeles County Department of Mental Health (LACDMH). The former 55 motel rooms were converted into 24 apartments to provide each family a space of their own. The location provides easy access to transportation, grocery stores, and job opportunities. The project also boasts a large community courtyard with a tot lot and barbeques for residents to enjoy. A community room, private counseling rooms, and computers provided space for social activities and services to support residents at Mosaic Gardens at Huntington Park.

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

Huntington Park continued to contract with a fair housing provider to provide a wide range of fair housing services to ensure equal housing opportunities for its residents.

Homeless individuals or families and those at-risk of homelessness had the opportunity to get connected to supportive services, treatments, public resources and support groups through the Salvation Army and Southeast Churches Service Center (SCSC). The City will begin funding these organizations in FY 2016/17.

Lastly, lower income households overpaying for housing are likely to be at risk of becoming homeless upon loss of employment. The City continued to coordinate with the Los Angeles County Housing Authority to provide Section 8 rental assistance to homeless individuals and families as well as those at risk of becoming homeless. The City also funded a Business Assistance and Economic Development program administered by Hub Cities Consortium to assist businesses with local labor and expansion services.

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

In an ongoing effort to continue to address the needs of the homeless and those at risk of homelessness, the City focused on the development of sustainable and effective programming, consisting of: applying for short and long-term available funding; partnering with experienced service providers capable of leveraging other funding; creating secure affordable housing; performing homeless case management; and engaging the homeless through a street outreach component in order to connect them to available services. The City's goal is to expand on current homeless programs and activities with a greater emphasis on homeless veterans and families to assist with their successful transition toward self-sufficiency.

CR-30 - Public Housing 91.220(h); 91.320(j)

Huntington Park's Housing Assistance Voucher (formerly Section 8) rental assistance program is administered by the Los Angeles County Housing Authority (HACoLA). HACoLA's Housing Assistance Voucher program currently assists approximately 23,000 families through a partnership with over 13,000 property owners throughout the County. Within Huntington Park, HACoLA administers over 450 tenant-based vouchers for low income households (November 2014). There is no public housing within Huntington Park. The inventory of 557 units of assisted rental housing in Huntington Park, and units at risk of conversion to market rate, is discussed in the Consolidated Plan, section MA-10.

Actions taken to address the needs of public housing

Not applicable.

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

Not applicable.

Actions taken to provide assistance to troubled PHAs

Not applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The 2007-2011 American Community Survey reported that one-fourth of City residents had incomes below the poverty level. Of greatest concern is an increase in the number of individuals and families becoming homeless or at risk of becoming homeless due to poor economic

conditions. Major factors affecting the increase in poverty are unemployment and underemployment and climbing costs, especially of safety-net expenditures like insurance and health care.

Based on the Consolidated Plan's Needs Assessment and available resources in program year 2015/16, the City allocated CDBG and HOME funds to support public service programs for the benefit of low to moderate-income residents. The City also expanded and created new partnerships with service providers and community based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency. These actions were achieved by:

- Creating new affordable housing by leveraging limited funding resources with private, federal, and state governmental subsidies and grants.
- Allocating 15 percent of CDBG entitlement funds for public services to increase family stability for lower income households.
- Enhancing employment opportunities for all residents and promoting self-sufficiency. This includes creating job opportunities, additional tax revenue, new investment opportunities and overall community improvement to Huntington Park residents by supporting existing businesses and bringing additional economic investment to the City.

Additionally, the City encouraged the efforts of social service providers, government, housing providers/developers and the private sector to provide services and development programs that enhance job opportunities for Huntington Park residents, particularly low-income persons.

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

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

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

required by federal rules and regulations.

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

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

In an ongoing effort to bridge the gap of various programs and activities, the City developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, low income individuals and families, and other special needs. Over the years, the City has expanded partnerships and created new ones along the way. The array of partners include, but are not limited to: the Huntington Park Police, Parks and Recreation, and Public Works Departments; Oldtimers Housing Development Corporation; Southeast Churches Service Center; Los Angeles Legal Center; the Salvation Army; the YMCA; and the Los Angeles Homeless Services Authority (LAHSA) (Los Angeles County Continuum of Care). During FY 2015/16, the City continued to develop these partnerships.

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

The actions listed below are primarily implemented by the Fair Housing Foundation (FHF), with coordination and oversight by the City's Community Development Department.

1. Education and Outreach Activities

- Action 1.1: In partnership with the FHF, continued multi-faceted fair housing outreach to Huntington Park residents, real estate professionals, apartment owners/managers, bankers and advocacy groups. Distributed multi-lingual fair housing literature to every household in the City through utility bill inserts, the City's quarterly newsletter, or other innovative ways to reach the general public.
- Action 1.2: Coordinated FHF presentations in Huntington Park with the Community

Development Department and the City's Neighborhood Improvement Coordinator to maximize the effectiveness and attendance at these meetings.

- Action 1.3: Continued FHF's focused outreach and education to small property owners/landlords on fair housing, and familial status and reasonable accommodation issues in particular. Conducted property manager trainings within Huntington Park on a regular basis, targeting managers of smaller properties and Section 8 landlords.
- Action 1.5: Coordinated with the Rancho Southeast Association of Realtors (RSAR) on fair housing education and outreach to the local real estate community. Directed local realtors to RSAR's monthly courses aimed at assisting realtors in better serving the minority community.
- Action 1.6: Continued open representation on Huntington Park's Commissions which address housing and related community development issues for residents to voice their concerns. These bodies include: Planning Commission; Parks and Recreation Commission; Health and Education Commission; Arts and Culture Commission; Youth Commission; and Historic Preservation Commission.

2. Enforcement Activities

- Action 2.1: Continued to provide investigation and response to allegations of illegal housing discrimination through the FHF. For cases that can not 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.
- Action 2.2: On an annual basis and in coordination with the FHF, review discrimination complaints to assess Huntington Park trends and patterns over time, and tailor fair housing education and outreach accordingly.
- Action 2.3: Continue to provide general counseling and referrals over the phone regarding tenant-landlord issues through the Huntington Park Community Development Department and the FHF.
- Action 2.4: Continued the collection of national origin data on both discrimination and general housing clients by the Fair Housing Foundation to determine whether discriminatory housing practices are occurring specifically based on national origin.
- Action 2.5: Coordinated review of hate crime data on an annual basis between the Huntington Park Police Department and the FHF to evaluate as a potential fair housing issue.

3. Monitoring Lending, Housing Providers, and Local Real Estate Practices

- Action 3.1: In cooperation with FHF, monitored the reasons for denial of home purchase, refinancing and home improvement loans. Contacted local lenders in Huntington Park to

provide additional education and outreach to the community on the approval process, how to improve credit ratings, and available favorable home purchase tools.

- Action 3.2: Helped protect homeowners from mortgage rescue fraud by promoting the use of HUD-certified, non-profit mortgage counseling agencies on the City's website and other means.
- Action 3.3: Coordinated with the Rancho Southeast Association of Realtors and the FHF in conducting outreach to the local real estate community on predatory mortgage lending practices, loan modification scams, and the rights of tenants in foreclosed properties.
- Action 3.4: Contacted local periodicals (The Wave, El Aviso) to urge them to publish a fair housing disclaimer in their classified real estate advertisements. Contacted these periodicals, as well as the LA Times, to publish a no pets disclaimer for rental housing stating that "no pets allowed" may still be required to rent to disabled persons requiring a service or companion animal.
- Action 3.5: Continued to include non-discriminatory and fair housing language in all City Agency affordable housing contracts and agreements. Monitored property management firms of HOME-assisted projects for adherence with affirmative marketing actions and compliance with applicable regulations in the advertisement of available units.

4. Investigative Testing and Auditing Local Real Estate Markets

- Action 4.1: Continued to conduct audits to evaluate apparent patterns of discrimination in Huntington Park, such as issues related to familial status, national origin and disability.

5. Land Use Policies to Affirmatively Further Fair Housing

- Action 5.1: Implemented Huntington Park's reasonable accommodation ordinance to provide reasonable modifications to the City's rules, policies, practices or services when such reasonable modifications may be necessary to afford a person with a disability an equal opportunity to access housing in the City.
- Action 5.2: Provided continuous implementation of the City's Affordable Housing Density Bonus as a means of enhancing the economic feasibility of affordable housing development.
- Action 5.3: Ensured that CUP conditions placed on community care facilities with seven or more occupants were focused on neighborhood compatibility and ensuring proper management and licensing, and did not act to constrain the provision of such facilities.
- Action 5.4: Continued to accommodate transitional and supportive housing in all zone districts where other residential uses are permitted and only subject to those restrictions that apply to other residential uses of the same type in the same zone.
- Action 5.5: Continued to accommodate emergency homeless shelters as a permitted use

in the MPD zone, and as a conditionally permitted use in the C-G zone.

6. Increasing Geographic Choice in Housing

- Action 6.1: Continued to facilitate the provision of affordable housing throughout the community through City assistance and site assembly, combined with various zoning incentives. Provided affordable and accessible housing to special needs populations, including the disabled, seniors and large family households.
- Action 6.2: Continued to implement a neighborhood improvement program, code enforcement program, and residential rehabilitation program as key tools to sustaining neighborhoods.

CR-40 - Monitoring 91.220 and 91.230

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

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

The City also performed project monitoring of all rent restricted affordable units assisted with HOME, CDBG, and the former Redevelopment Agency Housing Set-Aside Funds, and in accordance with 24 CFR 92.504 (d):

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

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

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

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

Pursuant to 24 CFR Part 91, the City is soliciting public review and comment on the draft 2015/16 Consolidated Annual Performance and Evaluation Report (CAPER). The public review period is 15 days (September 1, 2016 to September 20, 2016).

CR-45 - CDBG 91.520(c)

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

On February 3, 2016, Huntington Park substantially amended its FY 2015/16 Annual Action Plan and 2015/16-2019/20 Consolidated Plan, to incorporate the following actions:

- Cancel the L.E.A.D. project and reallocate CDBG public service funds to other eligible public service activities.
- Cancel the Southeast Churches Service Center project and reallocate CDBG public service funds to other eligible public service activities.
- Cancel the Salvation Army Southeast Communities Family Services Program and reallocate CDBG public service funds to other eligible public service activities.
- Increase the Parks and Recreation After School Program.
- Increase the Huntington Park Library Homework Center Program allocation.
- Fund a new public service program, the Hire Huntington Park Youth Workforce, and Civic Engagement Pilot Program.

These changes were made as a result of the City determining that several of the public service programs were not administratively ready to implement their programs. Furthermore, the City desired to incorporate another economic development program (Hire HP Youth Workforce and Civic Engagement Program) as part of their public service delivery system.

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

Not applicable.

CR-50 - HOME 91.520(d)

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

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

Under the terms of the City’s Affordable Housing Agreements or Disposition and Development Agreements (DDA), developers must maintain the interior and exterior of their projects and all housing units in a decent, safe and sanitary manner, in accordance with 24 CFR 92.251 of the HOME Regulations. Property owners must annually certify to the City that the building and all HOME assisted units in the Project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the City’s ongoing property standards in accordance with 24 CFR 92.251(f).

The following chart summarizes property inspections slated at least once every three years each project’s the period of affordability per 24 CFR 92.504(d).

| Project | Project Units | | Three Year Property Inspection Schedule | | |
|--|---------------|------------|---|--------------------------|-------------------------------------|
| | Total Units | HOME Units | FY 2014-15 | FY 2015-16 | FY 2016-17 |
| Huntington Plaza Apartments (6330 Rugby Avenue) | 184 | 91 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Casa Bonita Senior Apartments (6512-6532 Rugby Avenue) | 80 | 22 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mosaic Gardens at Huntington Park (6337 Middleton Street) | 24 | 11 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Oldtimers Housing Development Corporation (6342-6344, 6308-6312 & 6340 Bissell, 6822 Malabar) | 25 | 24 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

City staff inspected the units at Huntington Plaza Apartments, Casa Bonita Senior Apartments and the Mosaic Gardens at Huntington Park in Fiscal 2014/15 and, afterwards, issued clearance letters. No further inspections are required until FY 2017/18. No issues were noted, and all projects were determined to be compliant with the City’s property standards.

City staff will conduct monitoring of projects owned by the Oldtimers Housing Development

Corporation in FY 2017/18.

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

In its Affordable Housing Agreements and DDAs, the City requires developers to adopt and implement affirmative marketing procedures and requirements in accordance with Section 92.351 of the HOME Regulations. In annually monitoring projects, property managers for Huntington Plaza Apartments and Mosaic Gardens at Huntington Park each submitted an Annual Affirmative Marketing Analysis Report. Affirmative marketing requirements were met in accordance with the Owners' approved Affirmative Marketing Plans and tenant selection policies.

Monitoring documents are pending from the property managers for Casa Bonita Senior Apartments and properties owned by Oldtimers Housing Development Corporation.

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

No HOME program income was receipted in FY 2015/16.

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

The City previously provided HOME funds and other sources to multiple rental development projects such as the affordable housing at 6337 Middleton Street Mosaic Gardens at Huntington Park Project. The previous 55-room was acquired, rehabilitated and converted into a 24-unit rental housing project with HOME and multiple funding sources, including approximately \$6.0 million in tax credit funds. In addition, the City has leveraged HOME with other funding for the following restricted projects:

| Date Completed | Project Name | Address | Project Type | Total Units | Restricted Units | Affordability Period | Funding Sources |
|----------------|------------------------------------|--------------------------|-----------------------|-------------|-------------------------------------|----------------------|--|
| 1997 | Huntington Plaza Senior Apartments | 6330 Rugby Avenue | Senior Rental Housing | 184 | 37 Very Low Income 37 Low Income | 2050 | Section 108, Tax Credits, HOME |
| 12002 | Casa Bonita | 6512 Rugby Avenue | Senior Rental Housing | 80 | 80 Very Low Income | 2057 | HOME, Industry Set-Aside, Tax Credits, AHP |
| 2008 | Bissell III Apts | 6340 Bissell Street | Family Rental Housing | 4 | 4 Low Income | 2062* | HOME, CDFI |
| 2001 | Bissell I Apts | 6342-44 Bissell Street | Family Rental Housing | 4 | 4 Low Income | 2062* | HOME, CDFI |
| 2003 | Bissell II Apts | 6308-6312 Bissell Street | Family Rental Housing | 7 | 2 Very Low Income 4 Low Income | 2062* | HOME, CDFI |
| 2008 | 6822 Malabar Street | 6822 Malabar Street | Family Rental Housing | 10 | 2 Very Low Income 8 Low Income | 2063 | HOME, CDFI |