CITY COUNCIL AGENDA

Tuesday, September 24, 2013
Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6737
Next Ordinance No. 1080
Next Agreement No. 13-1411

ROLL CALL:
Gustavo V. Camacho, Mayor
Brent A. Tercero, Mayor Pro Tempore
Bob J. Archuleta, Councilmember
David W. Armenta, Councilmember
Gregory Salcido, Councilmember

COMMISSIONERS SCHEDULED TO BE PRESENT:
Fred Zermeno, Planning Commission
Rod Torres, Parks & Recreation Commission

OPTIONAL STUDY SESSION: 5:30 p.m. to 6:00 p.m.

People will have the opportunity to meet with City staff regarding Item No. 8 on the Agenda.

INVOCATION:
(In accordance with the Court's Decision in Rubin v. City of Burbank, only nonsectarian prayers/invocations are allowed during the invocation)

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:

- Certificate of Recognition to Jaeda Hernandez and Samuel Contreras for their participation in the Reach to Achieve Program

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

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In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk's office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

PUBLIC HEARING:

1. **Public Hearing – The Community Development Block Grant Consolidated Annual Performance and Evaluation Report for Fiscal Year 2012-13.** (1600)
   a. Open Public Hearing
   a. Memo from City Manager
   b. Written Communications
   c. Oral Communications
   d. Close Hearing
   e. Recommendation:
      1. Approve the fiscal year 2012-2013 Consolidated Annual Performance and Evaluation Report.

1st PERIOD OF PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: **1)** respond briefly to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** provide a reference to staff or other resources for factual information; **4)** request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and **5)** direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

2. **Minutes:**
   - City Council meeting of September 10, 2013

   Recommendation: Approve
   - Parks & Recreation meeting of August 8, 2013

   Recommendation: Receive and File

3. **5th Warrant Register of the 2013-2014 Fiscal Year.** (700)
Check Numbers: 258683-258823
Special Checks Numbers: None
Recommendation: Approve

4. **Resolution in Support of the Rivers and Mountains Conservancy's (RMC) Grant Application for a Gateway Cities River Master Plan.** (700)
Recommendation:
1. Adopt a Resolution in support for the Rivers and Mountains Conservancy grant application to the California Strategic Growth Council for a Gateway Cities Rivers Master Plan and request that the Pico Rivera Sports Arena Campground Rehabilitation Project be incorporated in the master plan for the San Gabriel River.

   Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SUPPORTING THE RIVERS AND MOUNTAINS CONSERVANCY PLANNING GRANT APPLICATION FOR THE GATEWAY CITIES RIVERS MASTER PLAN

5. **Whittier Boulevard Street Rehabilitation Project, Van Norman Road to Paramount Boulevard, CIP No. 21246 – Award Professional Services Agreement for Engineering Services.** (500)
Recommendation:
1. Award a Professional Services Agreement to Kabbara Engineering to provide engineering design services for the Whittier Boulevard Street Rehabilitation Project, Van Norman Road to Paramount Boulevard, CIP No. 21246, for an amount not to exceed $199,979 and authorize the Mayor to execute the agreement in a form approved by the City Attorney.

   Agreement No. _____

6. **Passons Boulevard Underpass Project (CIP No. 20053) – Amendment No. 4 to Professional Services Agreement.** (500)
Recommendation:
1. Approve Amendment No. 4 to Professional Services Agreement No. 08-1063 with Harris and Associates, Inc. for additional construction management services in accordance with the scope of work and fee proposal dated September 9, 2013 for an additional amount not-to-exceed $83,971 and authorize the Mayor to execute the amendment in a form approved by the City Attorney.

Agreement No. 08-1063-4

7. **Extended Leave of Absence Without Pay For Executive Assistant.** (200)
Recommendation:
1. Approve an extended leave of absence without pay.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION:

8. **Approval of the Memoranda of Understanding with the Gateway Water Management Authority for the Development of Watershed Management Programs for the Lower Los Angeles River and Lower San Gabriel River and Adoption of a Resolution.** (500)
Recommendations:
1. Approve the Memorandum of Understanding (MOU) with the Gateway Water Management Authority (GWMA) to develop a Watershed Management Program and Coordinated Integrated Monitoring Program for the Lower Los Angeles River Watershed Committee, and authorize the Mayor to execute the MOUs in a form approved by the City Attorney (Exhibit "B"); and
2. Approve the Memorandum of Understanding (MOU) with the Gateway Water Management Authority (GWMA) to develop a Watershed Management Program and Coordinated Integrated Monitoring Program for the Lower San Gabriel River Watershed Committee and authorize the Mayor to execute the MOUs in a form approved by the City Attorney (Exhibit "C"); and
3. Appropriate $113,600 from the General Fund Reserve for the Lower Los Angeles River Watershed Committee ($39,900) and Lower San Gabriel River Watershed Committee ($73,700); and
4. Adopt a Resolution requesting the MS4 Permit (Order No. R4-2012-0175, NPDES Permit No. CAS004001; Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges Within the Coastal Watersheds Of Los Angeles County, Except Those Discharges Originating From The City Of Long Beach MS4 Permit) to be amended or funded by the Federal or State governments.

   Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REQUESTING ORDER NO. R4-2012-0175, NPDES PERMIT NO. CAS004001 BE AMENDED OR FULLY FUNDED BY STATE AND FEDERAL PROGRAMS

NEW BUSINESS:

OLD BUSINESS:

2ND PERIOD OF PUBLIC COMMENTS - THIS TIME IS RESERVED FOR COMMENTS THAT HAVE NOT BEEN ADDRESSED ALREADY OR THAT ARE NOT LISTED ON THE AGENDA. PLEASE FILL OUT A BLUE PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, Deputy City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Pico Park and Serapis Libraries, which are available for the public to view. Additionally, agenda was distributed to members of the media on this the 20th day of September 2013.

Dated this 20th, day of September 2013

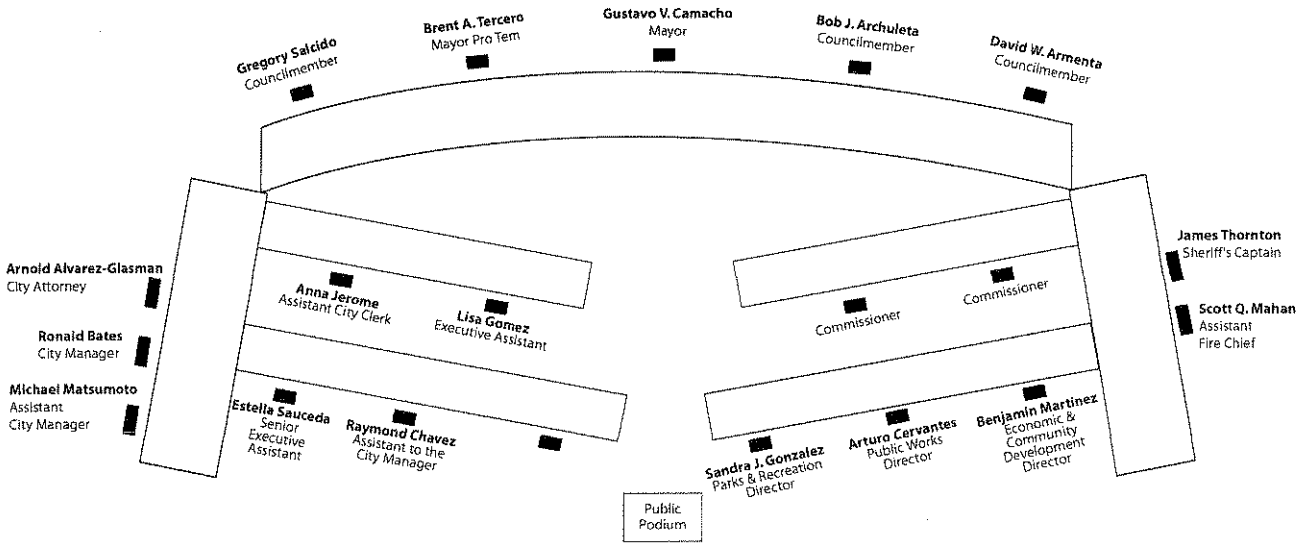
Anna M. Jerome

Anna M. Jerome, CMC
Deputy City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Redevelopment Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies.

- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.

- A green Public Comment Request – Agenda Items Only card is for those wishing to address the Council/Agency on agenda items only during the 1st Period of Public Comments.

- A blue Public Comment Request – All other City-Related Business card is for those wishing to address the Council/Agency on any other items under the subject matter jurisdiction of the Council/Agency during the 2nd Period of Public Comments.

- Citizens may address the Council, Redevelopment Agency or Housing Assistance Agency once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.

- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: September 24, 2013

Subject: PUBLIC HEARING - THE COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR FISCAL YEAR 2012-13

Recommendation:

Approve the fiscal year 2012-2013 Consolidated Annual Performance and Evaluation Report.

Fiscal Impact: None.

Background:

The U.S. Department of Housing and Urban Development (HUD) requires every Community Development Block Grant (CDBG) grantee to submit to HUD a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days after the end of each program year. For the City of Pico Rivera, the program year ends June 30, thus the CAPER is due to HUD on September 28th. The CAPER serves as a progress report providing information on project activities for fiscal year 2012-13 of the 2010-2015 Consolidated Plan. The Consolidated Plan is a five-year strategic plan that identifies housing and community needs, and establishes goals and objectives to meet those needs.

HUD requires the CAPER to include three key components which must be reported electronically through their Integrated Disbursement and Information System (IDIS). The first includes a narrative of accomplishments in relation to goals and objectives identified during the year. The second includes statistical and financial information about individual activities undertaken during the year. Lastly, the report includes information on expenditures during the program year. The primary goal of a CAPER is for the grantee, the public and HUD to evaluate the City's annual performance against

the City's established goals and objectives. For Fiscal Year 2012-2013, the following was accomplished:

- The Housing Rights Center provided fair housing services to 124 people, expending $15,000.
- Graffiti Removal Program staff abated 1,719 square feet, expending $18,666.
- Community Legal Services provided domestic violence services and other legal services to 41 people, expending $1,782.
- The Whole Child Family Housing Program provided housing and case management to 16 people expending $24,936.
- The Salvation Army Transitional Living Center provided social services to 158 individuals and housed a family of five expending $2,969.
- The Southeast Area Social Service Funding Authority served 302 seniors, special needs and economically disadvantaged and expended $34,335.
- The Southern California Rehabilitation Services served 24 persons, expending $3,563.
- Women's and Children's Crisis Shelter served 41 women and children, expending $8,908.
- Neighborhood Services served 245 housing units (in CDBG census tracts) and expended $156,062.
- Funds from the Housing Rehabilitation Grant Program were used to repair roofs, plumbing, electrical, heating, insulation, etc. for 28 single-family dwellings, expending $324,450.
- One project was completed for the Commercial Façade Program in the amount of $40,609. One project is ready for the design and construction phase and two projects have been pre-approved.

A total of $1,084,569 was expended out of the $1,402,754 HUD allocation in fiscal year 2012-2013. A balance of $318,185 remains from the total 12-13 fiscal year budget and will be carried over to the 2013-2014 fiscal year. This balance represents unexpended funds and program income received. The expenditures are in accordance with the goals and objectives of the City's adopted Consolidated Plan.

Mike Mitchell FOR RON BATES

Ronald Bates

RB:BM:JG:ll

Attachment: Consolidated Annual Performance and Evaluation Report

GUSTAVO V. CAMACHO, ***MAYOR***
BRENT A. TERCERO, ***MAYOR PRO TEM***
BOB J. ARCHULETA, ***COUNCIL MEMBER***
DAVID W. ARMENTA, ***COUNCIL MEMBER***
GREGORY SALCIDO, ***COUNCIL MEMBER***

CITY OF PICO RIVERA

CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION REPORT

July 1, 2012 through June 30, 2013

DRAFT
September 2013

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- Exhibit 5 - Summary of Consolidated Plan Projects for 2012 (PR 06)
- Exhibit 6 - CDBG Activity Summary Report (GPR) for 2012 (PR 03)
- Exhibit 7 - CDBG Financial Summary for 2012 (PR 26)

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I. EXECUTIVE SUMMARY

The Consolidated Annual Performance and Evaluation Report (CAPER) has been prepared to assist residents of the City of Pico Rivera and the U.S. Department of Housing and Urban Development (HUD) to assess the City's use of federal grant funds to meet the priority needs identified in the City's 2010 – 2015 Consolidated Plan. This CAPER will focus primarily on annual goals and accomplishments for the period of July 1, 2012 through June 30, 2013 (2012-2013 report period). The 2012-2013 report period is the third year of the City's 2010-2015 Consolidated Plan cycle.

Housing Accomplishments

Approximately 90 percent of the City's housing stock was constructed before 1980. The age and condition of the City's housing stock played a significant role in prioritizing the use of federal funds during the 2012-2013 report period and the five-year cycle of the 2010-2015 Consolidated Plan. The City has designed and implemented programs to assist homeowners without the resources and/or abilities to maintain their residence or meet building/safety codes. For these households, the City has implemented one rehabilitation program funded by HUD's Community Development Block Grant (CDBG) and two programs with State housing funds. During the 2012-2013 report period 28 owner-occupied housing units were rehabilitated in order to address deferred maintenance, correct code deficiencies or to improve aesthetics via the City's Housing Rehabilitation Grant Program. For homeowners whose homes required considerable rehabilitation, the City also provided State HOME- and Cal-Home funded rehabilitation assistance - 12 units were rehabbed with State funds during the report period. With respect to the housing needs of the City's lower income renters, the Pico Rivera Housing Authority (PRHA) provided rental assistance to approximately 500 Very Low-Income Pico Rivera households during the report period.

The City also continued efforts to address the needs of City residents at risk of homelessness or who were victims of domestic violence. The Women and Children's Crisis Center provided emergency shelter for 41 individuals) escaping domestic violence issues. Additionally, Whole Child Transitional Housing Services and the Salvation Army Transitional Living Center provided temporary housing for 174 individuals during 2012-2013.

Non-Housing Accomplishments

CDBG funds were also allocated by the City to support services for Pico Rivera seniors, persons with disabilities, and other lower income households. Over 400 Pico Rivera residents were assisted during the 2012-2013 report period. The balance of 2012-2013 CDBG funding was utilized for graffiti removal, code enforcement, fair housing enforcement, and program administration. Funding was also allocated for commercial rehabilitation and street/sidewalk reconstruction.

All housing and community development activities were aimed at improving the quality of life for Pico Rivera's residents, especially lower income residents. Summaries of five-year and one-year goals attainment during the report period are provided in **EXHIBITS 2** and **3.**

Finally, as directed by HUD, the City continued efforts to implement an outcomes measurement system to evaluate the impact of CDBG funding in Pico Rivera. **EXHIBIT 2** includes HUD provided tables utilized to collect outcome measurement data.

II. SUMMARY OF RESOURCES AND DISTRIBUTION OF FUNDS

HUD requires that the City provide information regarding CDBG funds that were available during the report period that were used to further the objectives of the City's Consolidated Plan. CAPER regulations also require that the City provide information regarding federal funds committed and expended during the report period. This information is provided below:

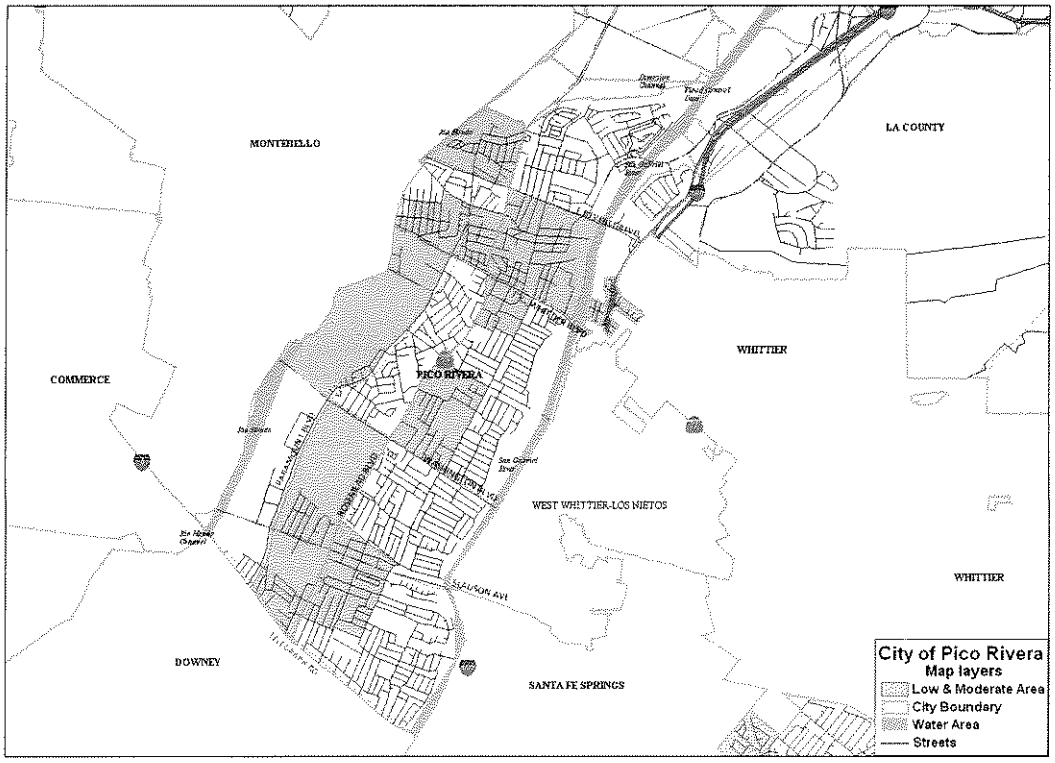
2012-2013 CDBG FUND SUMMARY

RESOURCES	AMOUNT
Entitlement Grant Received	$646,331
Program Income Received	$31,033
CDBG Funds Committed [1]	$1,402,754
CDBG Funds Expended	$1,084,569

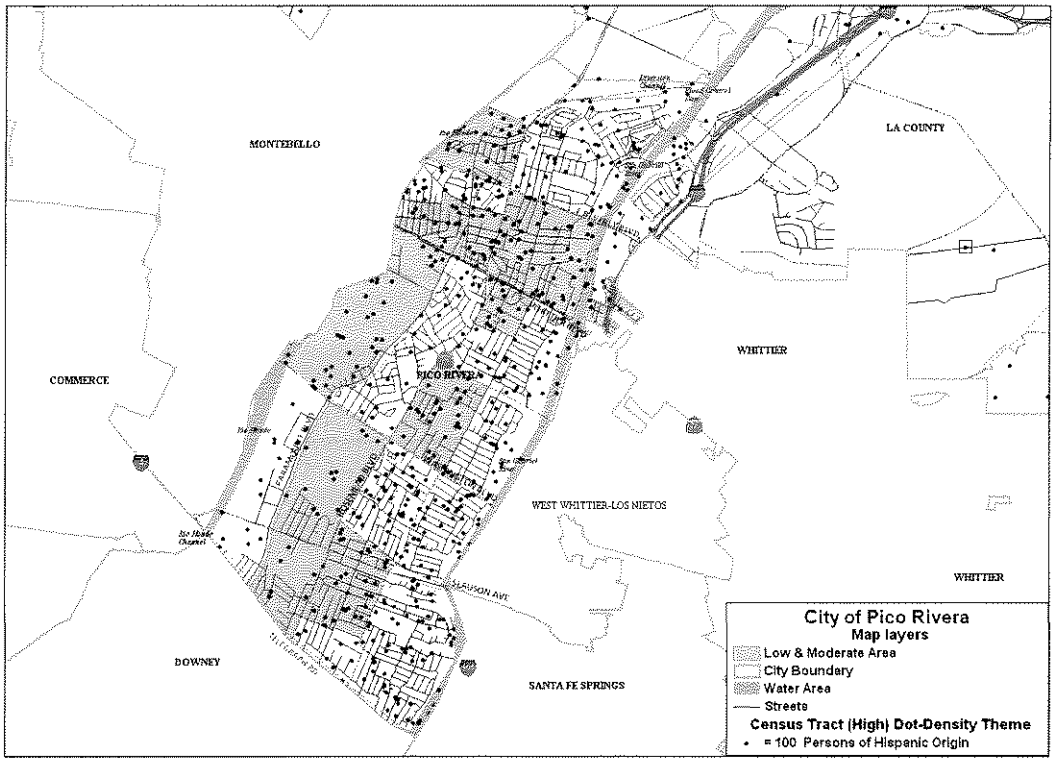
1. Per IDIS PR08 report dated 7/13/13. Funds committed may exceed amounts received as committed funds include prior year program income and prior year funds not previously committed.
2. Per IDIS PR26 report dated 7/11/13.

Additionally, the City is required to identify the geographic distribution of federal funds (including areas of minority concentration) for the recently completed report period. During 2012-2013, CDBG program funds were distributed and expended based on program criteria. For example, most public services were available on a citywide basis for qualified beneficiaries; fair housing and program administration activities were also carried out on a citywide basis. Other activities were situated in the City's HUD Target Area (geographic areas of the City where the majority of residents meet HUD's definition of a Low- and Moderate-Income household) or at locations that predominately serve Low- and Moderate-Income residents. A map of the City's CDBG Target Area is provided on the following page.

CITY OF PICO RIVERA LOW & MODERATE-INCOME AREAS



CITY OF PICO RIVERA LOW & MODERATE-INCOME AREAS & HISPANIC POPULATION CONCENTRATION



III. GENERAL CAPER NARRATIVE

HUD requires that recipients of federal CDBG funds prepare a Consolidated Annual Performance and Evaluation Report (CAPER) summarizing the jurisdiction's accomplishments for the recently completed fiscal year (a.k.a., program year or report period). CDBG funds are provided to the City from HUD via its Community Planning and Development (CPD) division.

The City of Pico Rivera has prepared this report for the recently completed 2012-2013 Program Year, which started July 1, 2012 and ended on June 30, 2013.

A. ASSESSMENT OF 5-YEAR CONSOLIDATED PLAN GOALS AND OBJECTIVES

The **Consolidated Plan** is a five-year strategic plan that was developed through a citizen participatory process. This plan identifies the City's housing and community needs, prioritizes these needs, and establishes five-year objectives and annual goals aimed at addressing priority needs. The goal of the Consolidated Plan is to improve the quality of life for all Pico Rivera residents with an emphasis on the City's lower income households. HUD defines a lower income household as a household earning no more than 80% of the county's median income, adjusted for family size.[1] The table above provides the income limits utilized by the City at the end of the report period to qualify program participants.

2013 HUD INCOME LIMITS				
FAMILY SIZE	1 Person	2 Persons	3 Persons	4 Persons
MAXIMUM INCOME	$46,400	$53,000	$59,650	$66,250
FAMILY SIZE	5 Persons	6 Persons	7 Persons	8+ Persons
MAXIMUM INCOME	$71,550	$76,850	$82,150	$87,450

1. *Activities Undertaken to Address Goals and Objectives*

EXHIBIT 2 provides an overview of activities to be undertaken by the City during the 2010-2015 Consolidated Plan timeframe (including accomplishments of the recently concluded 2012-2013 Program Year – the third year of the five-year cycle 2010-215 Consolidated Plan cycle). The information found in **EXHIBIT 2** includes goals for housing, homeless, youth, elderly, disabled, and other community needs.

As previously reported, in recent years HUD has implemented an outcomes performance management system that requires communities that receive CDBG funds to link accomplishment data more directly to goals and objectives delineated in the Consolidated Plan.

2. *Use of CPD Grant Funds*

As outlined above, for the 2012-2013 Program Year, the City received $646,331 in CDBG funds from HUD-CPD. The City also received $31,033 in program income generated by previously funded activities that have generated revenue during the 2012-2013 report period. The table below provides a summary of "Resources" made available during the report period to address community needs - including other non-HUD funds. This table compares the type and amount of funds the City "Planned" to be received versus the amount actually received.

[1] For 2013, Los Angeles County's median income is set by HUD at $61,900.

2012-2013 RESOURCES – PLANNED VS ACTUAL

RESOURCE TYPE	PLANNED	ACTUAL
CDBG Entitlement Grant	$646,331	$646,331
CDBG Prior Year Funds	$732,536	$732,536
CDBG Program Income	$23,887	$31,033
Cal Home *	$450,000	$152,842
State HOME & Cal Home Program Income	$50,000	$8,000 [1]
TOTAL	**$1,902,754**	**$1,570,742**

1. Figure represents the amount of State HOME funds spent during FY 12-13.

3. *Progress Toward Meeting Goals and Objectives*

EXHIBIT 2 provides summaries of the City's progress toward meeting five-year goals and objectives. Overall, the City's commitment of CDBG funding remains focused on the priority needs identified in the Consolidated Plan (e.g., public services for lower income households, housing rehab and limited public improvements). After three years it appears the City is on track to meet five-year goals housing goals; however, if HUD and State housing funds continue to be reduced, the City may fall shy of five-year housing goals.

The City also continued to support the region's efforts to address homelessness by providing funding for temporary housing opportunities for those already homeless. Cumulatively, the Consolidated Plan anticipates 1,200 homeless residents will be assisted over a five-year period. The City will exceed this goal having assisted 1,300 individuals over a three-year period. The City exceeded 2012-2013 homeless goals by supporting shelter and services for 207 individuals during the one-year period – the planned one-year goal was 43 individuals.

With respect to public facility improvements, one street/sidewalk ADA improvement project was competed during the report period. With regard to CDBG-funded public service, agencies funded by the City planned to assist 2,423 residents (including homeless services discussed above). A total of 2,316 residents were actually served.[2] Funds were also allocated for commercial rehabilitation. During the report period two projects were started and neared completion. Three additional projects received preliminary approval for funding.

[2] This total includes goals for graffiti removal: The City planned to remove 2,000 instances of graffiti – year-end accomplishment was 1,719. Graffiti removal is considered a public service.

B. Affirmatively Furthering Fair Housing

Impediments to Fair Housing Choice

As a recipient of federal grant funds, the City of Pico Rivera is required to prepare an Analysis of Impediments to Fair Housing Choice (AI). In addition to identifying impediments, a strategy to overcome impediments must be implemented.

Pico Rivera's AI was updated in conjunction with the 2010-2015 Consolidated Plan. The information listed below summarizes the impediments identified in the AI. It also outlines the actions the City will implement during the 2012-2013 Program Year in an effort to overcome impediments.

Identified Impediments to Fair Housing

The 2010-2015 Analysis of Impediments to Fair Housing Choice (AI) identified several factors that might impact a household's ability to access housing in a manner free from discrimination; however, several impediments relate to market constraints and discrimination. Impediments identified in the AI are summarized below:

- There has been an influx of new residents into the City. In 2008, one out of every three Pico Rivera residents was foreign born; nearly all (93 percent) immigrated from Latin America. Foreign-born residents may have difficulty accessing housing due to language barriers or an apartment owner's reluctance to rent housing to an immigrant.
- According to the 2000 Census, 12.4 percent of Pico Rivera households experienced overcrowding, with 16.2 percent experiencing severe overcrowding. Generally, overcrowding occurs more frequently among renters. However, overcrowding in owner units in Pico Rivera was reported as more severe, with a ratio nearly 4 percentage points more than renters. The rise in multigenerational households to help cope with mounting expenses and the loss of income associated with today's economy could explain overcrowding in owner-occupied units.
- Although housing affordability per se is not a fair housing issue, overpayment, overcrowding and foreclosures, heightened due to the current market condition, could disproportionately affect Pico Rivera's minority and senior populations. In Pico Rivera, Hispanics had the highest proportion of extremely low-income households. In this regard, housing affordability is a fair housing concern.
- According to the Home Mortgage Disclosure Act (HMDA) data, 1,857 households applied for conventional home loans in Pico Rivera in 2008. Among all applications received that year, the approval rate was 68 percent, and the denial rate was approximately 32 percent. That year, Hispanics participated in the homeownership market at a much higher rate than other ethnic groups with 1,411 applications, or 76 percent of all applications. Asians had the second lowest participation in the home ownership market with only 68 applications; however, they had the highest acceptance rate among all race/ethnic groups at a rate of 81 percent. The lowest participants in the homeownership market were African Americans, with less than 1 percent of all applications in 2008.
- A total of 58 discrimination inquiries were received from July 2006 to June 2009, 10 of which became cases. Issues concerning mental or physical disabilities were the large majority of fair housing inquiries during the three-year period.

ACTIONS TO ADDRESS IMPEDIMENTS

The following actions were implemented during 2012-2013 by the City and its Fair Housing service provider to further Fair Housing opportunities:

- The City provided assisted housing projects to low-income households and designated vouchers for family units other than seniors.
- The City worked with its housing authority to increase outreach and education on the rental voucher assistance program to encourage property owners and managers to accept vouchers.
- Upon request, the City provided residents a list of affordable resources in the City.
- The City explored ways to provide and expand homeownership retention assistance for low- and moderate-income households. The City partnered with local nonprofit (Neighborhood Housing Services - NHS) to provide foreclosure prevention workshops and distribute flyers regarding housing rehabilitation services.
- The City explored the possibility of amending its zoning ordinance to address revised state law that requires cities to expand opportunities for the siting of emergency homeless shelters. The City currently does not allow the establishment of transitional and supportive housing that functions as residential uses in residential zones.
- The City partnered with NHS to provide credit and financial counseling services, including assisting potential homebuyers with building up credit and equity, clearing bad credit and providing education on affordability and financial responsibility of homeownership.
- Via its contract with the Southern California Housing Rights Center, the City monitored complaints regarding unfair/predatory lending. The Housing Rights Center explored the possibility of assess lending patterns using the data collected under the HMDA and the Community Reinvestment Act, and other data sources.
- The Housing Rights Center provided fair housing law related outreach, education and enforcement to owners and tenants of Pico Rivera – 124 households were assisted during the report period.

C. AFFORDABLE HOUSING

In 2008, the City conducted a visual housing conditions survey in order to determine the condition of homes within Pico Rivera's neighborhoods. Condition was categorized into three groups: good, moderate repairs needed and major repairs required. Based on the visual survey, only one building was in need of demolition and three units were considered in need of major repairs. This shows a relatively solid housing stock in Pico Rivera considering the large number of older homes in the City. According to the 2000 Census, 60 percent of homes were built from 1940 to 1959 and an additional 15.5 percent were built from 1960 to 1969.

Considering the age of existing homes in Pico Rivera, housing conservation is essential. Older homes tend to be more affordable than newer houses. In Pico Rivera, this holds true. Some of the older single-family homes in Pico Rivera are occupied by medium to large families in the low- to moderate-income range. Extremely low-income homeowners are particularly hard hit by the cost of property maintenance, as well as the cost of the housing. To address these housing needs the City of Pico Rivera undertook the following actions during 2012-2013:

1. *Progress in Meeting Specific Objectives of Providing Affordable Housing*

The planned 2012-2013 investment in the community's housing included owner-occupied home rehabilitation and rental assistance.

- Moderate Rehabilitation
  The City has utilized the aforementioned federally funded housing programs to address the community's housing needs. Through the CDBG program, funds were used to assist owners make improvements to their homes and eliminate substandard conditions. Twenty-eight households received assistance for housing rehabilitation with CDBG funds for the period of July 1, 2012 to June 30, 2013.
- Substantial Rehabilitation
  During 2012-2013, the City offered Owner-Occupied Rehabilitation programs funded with State of California, Housing and Community Development Department funding. These programs offered zero-interest (0% interest) property rehabilitation loans to low- and moderate-income residents. Through these loans, homeowners were able to complete housing rehabilitation. The programs compliment the City's on-going CDBG funded housing rehabilitation and code enforcement programs that address health and safety related home rehabilitation repairs. Twelve housing units were rehabilitated utilizing State funds during the 2012-2013 report period. (Note: These households also received a grant from the City.)

HOUSING REHABILITATION PROGRAMS	UNITS TO REHAB GOAL	ACTUAL UNITS REHABBED
Grant Program – CDBG	27	28
State HOME Program	9	12
TOTAL	**36**	**40**

1. Homeowners that received a State-funded rehabilitation loan also received a CDBG-funded grant.

- Tenant Assistance
  Section 8 Housing Choice Voucher program was used to provide rental assistance to very low-income (0 percent to 50 percent of MFI) residents within the City. The Pico Rivera Housing Assistance Agency provided rental assistance to approximately 500 households during 2012-2013.
- First Time Homebuyer Mortgage Assistance
  The City continued to refer interested residents to the Community Development Commission of the County of Los Angeles First-time Homeownership programs. One program offered to City residents is the Mortgage Credit Certificate program, which provides a federal tax credit to qualified homebuyers. This credit reduces the amount of federal taxes the holder of the certificate would pay; thus allowing a lender to reduce the buyer's housing expense ratios by the amount of tax savings. Another program is the Home-Ownership Program (HOP), designed to meet the needs of low-income families with down payment assistance. This program will provide a second trust deed loan at 0% interest with all payments deferred until sale, transfer, refinancing, or full repayment of the first mortgage.

Overall, the City exceeded its 2012-2013 CDBG housing rehabilitation goals. The City planned for the rehabilitation of 27 housing units with CDBG resources – 28 units were completed. The City had also planned to use State funds to assist with the rehabilitation of nine owner-occupied housing units during the 2012-2013 report period – 12 were assisted. A more detailed summary of these accomplishments is provided below:

Extremely Low-Income renter- & owner-households assisted during the report period – During the report period the Pico Rivera Housing Agency (PRHA) reported assisting approximately 500 Pico Rivera renter households. It is reasonable to assume that a percentage of these program participants are on fixed incomes (i.e., 200 elderly and 225 disabled assisted households) and thus may have extremely low-incomes. Five extremely low-income homeowners were provided CDBG-funded assistance – three households also received State-funded housing rehabilitation assistance during the report period. These households have an income ranging from 0% to 30% of the county median income. Five-year accomplishments can be found in **Exhibit 2**.

2012-2013 EXTREMELY LOW-INCOME HOUSING ACCOMPLISHMENTS (ALL FUNDING SOURCES)

RENTAL UNITS ASSISTED 2012-2013 [1]	OWNERSHIP UNITS ASSISTED 2012-2013
0 Units	6 Units

1. A portion of the 500 households assisted by the PRHA can be assumed to have Extremely Low-Income.

- *Very Low-Income renter- & owner-households assisted during the report period* – As reported above, approximately 500 Pico Rivera households received rental assistance from the PRHA. Maximum household income for rental assistance recipients is set at 50% of the county median income. Eleven homeowners were assisted by the City's Housing Rehabilitation programs during the report period - six also received State -funded rehabilitation loans. Very Low-Income households have incomes ranging from 30% to 50% of the county median income. Five-year accomplishments can be found in **Exhibit 2**.

2012-2013 VERY LOW-INCOME HOUSING ACCOMPLISHMENTS (ALL FUNDING SOURCES)

RENTAL UNITS ASSISTED 2012-2013	OWNERSHIP UNITS ASSISTED 2012-2013
500 Units	13 Units

- *Low-Income renter- & owner-households assisted during the report period* – No low-income renter household were assisted during the report period; however, eight low-income homeowners were assisted via the City's housing rehab program, and three received a State - funded loans. Low-Income households have incomes ranging from 50% to 80% of the county median income. Five-year accomplishments can be found in **Exhibit 2**.

2012-2013 LOW- INCOME HOUSING ACCOMPLISHMENTS (ALL FUNDING SOURCES)

RENTAL UNITS ASSISTED 2012-2013	OWNERSHIP UNITS ASSISTED 2012-2013
0 Units	9 Units

- *Moderate-Income renter & owner households assisted during the report period* – "Moderate-Income" households have incomes up to 120% of the county median income. The City's Consolidated Plan did not anticipate assisting any households at this income level. No households at this income level were assisted during the 2012-2013 report period.

2012-2013 MODERATE- INCOME HOUSING ACCOMPLISHMENTS (ALL FUNDING SOURCES)

RENTAL UNITS ASSISTED 2012-2013	OWNERSHIP UNITS ASSISTED 2012-2013
0 Units	0 Units

One-year and five-year housing accomplishments can be found in **Exhibit 2**.

2. *Section 215 Affordable Housing Rental & Home Ownership Assisted Households*

Section 215 housing refers to housing activity that must comply with Section 92.254 or 92.255 of federal HOME program regulations. For units assisted with State HOME Funds, the City ensured that assisted units complied with Section 215 regulations.

3. *Summary of Efforts to Address "Worst-Case Needs" Housing*

HUD has defined worst case housing need as low-income households who pay more than 50% of their income for housing, live in seriously substandard housing, homeless persons, or households involuntarily displaced. To address these "worst case housing" needs, the housing assistance agency continued to provide rental assistance to lower income households in the community.

Homeless persons or families at risk of becoming homeless are also considered "worst-case housing." During 2012-2013, Whole Child Transitional Housing Services, Salvation Army Transitional Living Center, and Women's and Children's Crisis Shelter assisted 207 Pico Rivera residents with various services, such as shelter, clothing, food, hotel vouchers, and counseling. The City's code enforcement program ensured residential properties were maintained at a safe and decent living standard - 245 housing units in the City's CDBG-eligible areas were inspected during the report period (224 were abated).

4. *Summary of Efforts to Address Housing Needs of Persons with Disabilities*

The City's housing rehabilitation program has been designed to address the accessibility needs of senior and disabled homeowners if needed. Typical accessibility improvements include installation of grab bars, lowering of counter tops, door widening, and installation of other "accessible-friendly" fixtures. Two housing rehabilitation projects completed during the 2012-2013 report period included these types of improvements in the scope of work. Additionally, the PRHA reported that approximately 225 "disabled" households received rental assistance during the report period, in addition to 200 elderly households (45% of all Pico Rivera Voucher Rental Assistance participants were disabled and 40% elderly). Finally, even though the public service program funded by the City that served disabled adults did not provide direct housing assistance, the program did provide housing placement assistance and services to increase the income of disabled adults through job training/community-based work opportunities and case management. With additional income, disabled adults were better able to address their unique housing needs. Additionally, the City utilized substantial CDBG funding to replace/install sidewalk curb ramps to comply with ADA regulations.

D. CONTINUUM OF CARE NARRATIVE

HUD requires CDBG recipient communities to develop a coordinated system to deliver housing and support services for homeless individuals and families. This system should meet the immediate needs of a homeless household and provide them a means to achieve self-sufficiency. This coordinated service delivery concept is known as a ***Continuum of Care (CoC)***. A CoC should be available to households that are homeless or at risk of becoming homeless. Components of a CoC should provide homelessness prevention assistance, emergency and/or transitional housing, and support services. Ultimately, a CoC should provide accesses to permanent housing and the skills needed to maintain self-reliance.

During the report period, the City of Pico Rivera supported efforts to provide a local and regional CoC.

1. ***Actions to Address Needs of Homeless Persons & Special Needs of Persons That are not Homeless but Require Supportive Housing***
   As stated above, Pico Rivera implemented efforts to provide a CoC for homeless individuals and families with children including homeless persons with special needs, i.e., victims of domestic violence. Accomplishments are outlined below.

2. ***Actions to Implement Continuum of Care Strategy***

- ***Actions to prevent homelessness***: The City allocated CDBG public service grant funds to Legal Aid Society to assist individuals escaping domestic violence – 41 individuals were assisted with these program resources during the 2012-2013 report period.
- ***Actions to provide emergency shelter:*** The City provided CDBG funding to the Women and Children's Crisis Center to provide emergency shelter to victims of domestic violence. The Center assisted 41 Pico Rivera residents with supportive services and emergency housing during the 2012-2013 report period.
- ***Actions to provide transitional housing:*** The Whole Child Transitional Living Center provided shelter and support services five City residents during the report period. Additionally, the Salvation Army provided housing and comprehensive support services for a reported 166 Pico Rivera residents during the 2012-2013 report period.
- ***Actions to transition homeless into permanent housing:*** The City did not fund programs during the 2012-2013 report period that assisted homeless persons transition into permanent housing.
- ***Actions to address the needs of homeless sub-populations with special needs:*** As previously reported, CDBG funds were allocated to support program efforts offered by domestic violence service and shelter providers; 82 individuals were assisted with support services and emergency housing during the report period.

3. ***Super NOFA Resources***

Pico Rivera did not apply for CoC for the Homeless grant funds from HUD in 2012 (i.e. Super NOFA funds). During the 2012-2013 report period, no local nonprofit organizations requested a certification of consistency with the City's Consolidated Plan in order for them to apply for Super NOFA funding.

E. Other Actions Delineated In the Consolidated and Action Plan

1. *Actions to Address Obstacles to Meeting Underserved Needs*

The Consolidated Plan and 2012-2013 Action Plan Action Plan identified housing affordability for lower income households and support services for persons with special needs as primary underserved community needs. As outlined below, the City undertook several programs during the report period to address the needs of the City's underserved:

- Housing rehabilitation programs assisted 40 households with repairs to their primary residence during the report period. While no rental rehabilitation was assisted by the City during the report period the PRHA did provide rental assistance to approximately 500 lower income households.
- Adults with disabilities and victims of domestic violence (both considered special need populations) benefited from CDBG-funded programs during the report period. Legal Aid Services and the Women and Children's Crisis Center provided supportive services and emergency shelter for 82 Pico Rivera families. Southern California Rehabilitation Services direct services to 24 adults with disabilities.

2. *Foster & Maintain Affordable Housing*

As previously described, the City implemented the programs during the report period that fostered and maintained affordable housing. Residential rehabilitation assistance was provided to low- and very low-income homeowners to preserve housing affordability – 40 households were assisted during the report period. The City also continued its relationship with the PRHA, the local public housing authority. During the report period approximately 500 Pico Rivera households received rental assistance administered by the PRHA.

3. *Eliminate Barriers to Affordable Housing*

HUD requires that the City address barriers to affordable housing delineated in the Consolidated Plan and in the Annual Action Plan. These barriers include property tax policy, land use controls, zoning, and building codes.

- The City is not responsible for setting property tax rates – these rates are regulated by State Law. From time to time a city/special district may consider imposing a special assessment to support the costs of specific services; however, State law typically requires voter approval for these types of assessments.
- The City's Housing Element is required by State law to evaluate the impact of land use controls, zoning regulations, and fees on housing development. The City has evaluated various activities that could minimize the impact of regulations on the creation of affordable housing. These include a housing rehabilitation program, density bonus units and identifying a zone for emergency shelters and zoning that accommodate high-density residential development. To facilitate affordable housing development, the City will consider providing developers parking concessions, priority project processing, and potential fee waivers as incentives.
- Building codes have been created to ensure the safety of buildings and residential structures. Many codes are put in place in response to the loss of life or property due to poor construction techniques or natural disasters (e.g., earthquakes or fires). It is unlikely that the City will relax housing codes; however, the City's housing rehab program has been designed to assist lower income households ensure their homes are compliant with housing and building codes thus providing a safe living environment. Grants and zero-interest loans are available to lower income homeowners to keep needed home improvements/housing affordable.

- To address cost and accessibility issues of lower income renters, the City continues to support PRHA's administration of rental assistance in the community and the Housing Rights Center's efforts to eliminate housing discrimination.

4. *Overcome Gaps in Institutional Structures & Enhance Coordination*

During the report period, the City continued to enhance its coordination efforts with other local jurisdictions and the private sector. For example, the Los Angeles Continuum of Care is subdivided into eight distinct Service Planning Areas (SPAs). Pico Rivera is in SPA 7, which covers southeast Los Angeles County and includes cities such as Bell Gardens, Downey, Norwalk, Santa Fe Springs and Whittier. To implement a CoC for SPA7, the City participated in the regional Continuum of Care planning efforts led by PATH (People Assisting the Homeless) in order to identify the housing and service needs of the City's homeless.

With respect to enhance coordinated efforts in the community, the City encourages community participation through City Council meetings, community events, discussions with social service agencies and a public review for residents regarding Pico Rivera's community needs when developing the Consolidated Plan and annual Action Plans. In addition, the City contracts with the state government and local governments throughout Los Angeles County, private industry construction contractors, nonprofit organizations and social service providers to provide community, housing, and social service programs and projects.

5. *Improve Public Housing & Resident Initiatives*

Pico Rivera's Housing Authority does not own or manage public housing; however, in 2012-2013, the Authority provided Housing Choice Vouchers to 23 households to participate in the Family Self-Sufficiency (FSS) program. The FSS program helps eligible households acquire the skills and experience needed to obtain work and offers an opportunity to create an escrow account that can be used for long-term objectives such as homeownership or advanced education.

6. *Evaluate & Reduce Lead-base Paint Hazards*

According to the national average, 75 percent of all residential properties built in or prior to 1978 (the year lead-based paint was banned nationwide) are candidates for lead-based paint contamination. Using the American Community Survey (ACS) data as the source, 15,503 units of the 17,623 total housing units in the City were built prior to 1978, with 8,494 units built from 1950 to 1959. Effective September 2001, HUD implemented comprehensive lead-based paint hazards regulations (Title X). These requirements have been incorporated into the City's residential rehabilitation loan/grant programs. Efforts the City has undertaken to comply with HUD's lead-based paint hazards regulations include:

- All housing units rehabbed with CDBG funds (built prior to 1978) were tested for lead hazards.
- Site assessments were conducted to determine if lead hazards existed. Upon confirming a hazard, corrective orders were issued to property owners.
- Lead hazard abatement and clearance activities related to City-assisted housing programs were monitored by staff.
- City staff provided consultation to contractors, consultants and the public regarding lead abatement.
- The City maintained an active list of agencies involved in the consultation, environmental testing and abatement of lead-based paint for property owners and others.

7. ***Program, Comprehensive Planning & Monitoring Requirements Compliance***

The City has made every effort to comply with all CDBG and Consolidated Plan regulations. The adopted Citizen Participation Plan ensured input from the community prior to any substantial amendment of the Consolidated Plan or its annual updates. Additionally, the plan ensures public review of annual performance. The City also utilized HUD staff for assistance and guidance. Construction, professional services, and subrecipient agreements have been prepared to ensure compliance with applicable federal regulations. Additionally, the City implemented a monitoring program that helps ensures CDBG subrecipients comply with all program regulations.

8. ***Reduce the Number of Persons Living Below the Poverty Level***

The 2010-2015 Consolidated Plan and 2012-2013 Action Plan identified a strategy for reducing the number of persons living below poverty level in Pico Rivera. This strategy included the following actions:

- The City provided affordable housing programs including housing rehabilitation and rental assistance through the Section 8 Housing Choice Voucher Program.
- The City continued to participate in the PATH Homelessness Initiative Strategic Planning process as a means to address homelessness.
- Pico Rivera provided homeless assistance including emergency shelter and transitional housing opportunities with CDBG funding.
- Public service funding was provided by the City to assist lower income seniors, the disabled and low-income households to improve their quality of life.
- The City funded a Commercial Façade Improvement Program to assist with the revitalization of targeted commercial areas to sustain and restore economic vitality.

F. Leveraging Resources

1. *Other Public & Private Resources to Address Consolidated Plan Needs*

The City of Pico Rivera made every effort to leverage federal funds to the greatest extent possible. Over $177,842 dollars in other resources were used to leverage federal funds during the 2012-2013 report period. These sources are listed below:

2012-2013 Public/Private Resources

Program	Leveraging Source
General Fund [1]	$17,000
State Housing Funds	$160,842
Total Leveraged Non-Federal Funds	**$177,842**

1. "Leveraging Sources" is the sum of General Funds allocated social service grants.

2. *Leveraging of Federal Resources with Other Public & Private Resources*

As outlined above, $177,842 in non-federal funds were utilized during the report period to leverage federal CDBG funds.

3. *Matching Requirements*

There is no match requirement for the CDBG program. The State granted the City a 100% waiver of the match requirement for the HOME program.

G. Citizen Comments

With respect to this CAPER, a public notice was published in the *Whittier Daily News* on August 23, 2013 announcing the required comment period. The comment period commenced on August 23, 2013, and ended on September 24, 2013. This notice also publicized the required public meeting that was held on September 24, 2013 (see **Exhibit 1** - copy of notice and summary of comments).

In addition to these required efforts, the City has ensured that it has complied with its HUD approved Citizen Participation Plan. This plan ensures that the City provides the public with sufficient notice and opportunities to review and comment on action affecting the City's Consolidated Plan, annual action plans and CAPERs.

H. SELF-EVALUATION

HUD requires that the City evaluate its annual accomplishments by comparing planned activities versus actual outcomes. The City is also asked to evaluate its progress in meeting five-year Consolidated Plan goals. To assist with this evaluation, HUD has suggested the City should consider the following questions:

1. ***Overall Progress***

a. *Are the activities and strategies making an impact on identified needs?*

The City's Consolidated Plan identified several programs and activities for implementation to address the following priority needs:

- Housing Priority Needs
  - Programs to preserve and expand the supply of housing for lower income homeowners
  - Programs to preserve rental housing opportunities for very low- income renters
  - Programs to meet the needs of the community's homeless
  - Enforcement of housing and building codes to ensure safe and decent housing

- Non-Housing Community Development Priority Needs
  - Promote accessibility of public facilities for persons with disabilities
  - Programs to meet needs of Low- and Moderate-Income families that are victims of domestic violence
  - Programs to meet the needs of seniors
  - Programs to assist persons with special needs including persons with disabilities
  - Elimination of graffiti, especially in lower income neighborhoods
  - Aesthetic improvements to commercial properties
  - Improvement to the City's public infrastructure and facilities to eliminate deteriorated or damaged improvements that pose a hazard to residents (CDBG-R and Interim Assistance)
  - Elimination of impediments that ensure fair housing opportunities for all segments of the City's population
  - Program Administration

The City of Pico Rivera has developed and implemented housing programs aimed at addressing the priority housing needs identified in the Consolidated Plan and the 2012-2013 Action Plan. As previously reported, during the 2012-2013 report period, City-funded housing programs completed the rehabilitation of 40 owner-occupied housing units. These projects have had a positive impact on neighborhood aesthetics and housing standards. Additionally, in cooperation with the PRHA, approximately 500 lower income renter households benefited from federal rental subsidies.

The City also continued support of a Continuum of Care for the community's homeless. Funding was provided to nonprofits to provide supportive services, emergency shelter and transitional housing opportunities for residents (207 individuals served during the report period).

During the report period, the City also implemented activities aimed at addressing priority community needs. Senior programs included meals on wheels, volunteer coordination services, and

case management services. Adults with disabilities also benefited from CDBG-funding. Finally, during the report period the City completed the reconstruction of 68 sidewalk curbs to comply with the Americans With Disability Act (ADA) regulations.

Indicators that describe results: At the present time service level is perhaps the best indicator of program results (see **EXHIBIT 3** and **IDIS REPORT NO. C04PR23 - EXHIBIT 4**). By comparing planned versus accomplished service delivery statistics, it is evident which programs are reaching target populations and most likely making an impact. Those that do not meet planned objectives can be evaluated to determine ways to improve service delivery or if future funding is merited. For the 2012-2013 report period, the City did not meet public service goals (assistance for 2,423 individuals was planned – 2,316 were assisted – this figure includes the removal of 1,719 instances of graffiti). The City did exceed its housing rehabilitation program goals to rehabilitate 27 housing units with all available funding resources.[3]

Status of grant programs: Overall, the City's Consolidated Plan related programs stayed focused on original objectives. The City made efforts to ensure CDBG funds were expended in a timely manner in order to comply with expenditure ratio requirements. CDBG program staff has worked closely with the City's Finance Department to ensure that CDBG funds are drawn in a timely manner and that the City's Finance records are reconciled with HUD's Integrated Disbursement and Information System (IDIS).

2. *Barriers*

What barriers have had a negative impact on fulfilling Consolidated Plan strategies and overall vision of the City?

During the prior report period, the State of California took action to eliminate redevelopment agencies throughout the State. This action eliminated valuable resources that had been available to the City to support program staff and program activities. Coupled with reductions in federal funding, it may be difficult for the City to meet some of the goals stipulated in the Consolidated Plan.

3. *Adjustments or Improvements to Strategies or Activities*

What adjustments or improvements to strategies or activities might meet needs more effectively?

In November 2009, the City was monitored by the LA-HUD Office of Community Planning and Development. In July 2010, HUD provided the City a review letter that listed three findings and two concerns, and provided the City with directions to take corrective action. During the 2011-2012 report period, the City took corrective actions, and during the past program year (2012-2013), the City continued to implement these action to ensure corrective measures continue to be implemented.

[3] The "Planned" goal for the City's CDBG-funded grant program was to rehab 27 housing units - 28 were assisted.

I. MONITORING

1. Monitoring Activities

The following procedures have been established by the City for monitoring HUD-funded activities:

- Ongoing, internal reviews of progress reports and expenditures
- Regular, internal meetings to coordinate staff efforts in regard to performance and compliance
- Periodic reports to appropriate City officials and other stakeholders
- Full review of audit statements and other documentation from subrecipients prior to disbursement of funds
- On-site visits of subrecipients to ensure compliance with federal regulations; technical assistance is provided where necessary
- Project and financial data on CDBG-funded activities are maintained using the HUD's Integrated Disbursement Information System (IDIS), which allows HUD staff easy access to local data for review and progress evaluation
- Timely submission of the Consolidated Annual Performance and Evaluation Report (CAPER)

2. Status of Grant Programs

Overall, the City's Consolidated Plan related programs stayed focused on original objectives. The City continued efforts to expend CDBG funds in order to comply with expenditure ratio requirements.

- *Activities falling behind schedule?* In general, CDBG-funded activities remain on schedule with one exception. During 2012-2013, funding was allocated for Commercial Façade Rehabilitation. During the report period City staff took steps to redesign the program in order to make the program more attractive to business owners. By the end of the report period, two projects were underway and nearing completion. Three additional projects have also been preapproved.

- *Timely grant disbursements?* The City has made every effort to expend CDBG funds in a timely manner. Based on the review of HUD CDBG expenditure reports it appears that the City is currently in compliance with program regulations for distribution of funds.

- *Do actual expenditures differ substantially from letter of credit disbursements?* During the past year, the City's Community and Economic Development and Finance staff worked together to review discrepancies between IDIS (i.e., letter of credit disbursements) and the City's accounting system. Based on a year-end analysis of expenditures, it is appears there are no substantial differences between IDIS transactions and expenditures tracked by the City's accounting system.

III. CDBG PROGRAM NARRATIVE STATEMENTS

A. ASSESSMENT OF RELATIONSHIP OF CDBG FUNDS & CON PLAN GOALS & OBJECTIVES

The following narratives provide an overview of the City's actions during the report period that demonstrate the relationship between the expenditure of CDBG funds and efforts to address priority needs, goals and objectives identified in the 2010-2015 Consolidated Plan.

1. ***Relationship between CDBG expenditures & highest priority activities*** - The 2010–2015 Consolidated Plan identifies the following as "high" priority needs - the City's efforts to address high priority needs during the report period are summarized next to each activity:

   - *Affordable housing for lower income owners* – During the report period 28 housing unit were rehabilitated via the City's CDBG-funded rehabilitation program. Additionally, 245 new code enforcement cases were opened during the report period (and 224 were abated).

   - *Affordable housing for lower income renters* - The City did not utilize CDBG funds for rental housing activities; however, approximately 500 lower income households did receive rental assistance via the PRHA during the report period.

   - *Homelessness assistance* - As outlined earlier in this report, the City dedicated a substantial portion of CDBG funds to programs to assist the area's homeless - 207 homeless individuals were provided emergency shelter and transitional housing assistance during the report period.

   - *Services for low-income elderly* – A variety of services were made available to seniors during the 2012-2013 Program Year - 302 elderly individuals were assisted during the report period.

   - *Services for persons with special needs* – During the report period, 24 Pico Rivera adults with disabilities were provided employment placement and coaching services, and a variety of additional supportive services, during the report period. Additionally, as previously outlined, 82 victims of domestic violence were provided services during the report period - HUD considers victims of domestic violence as persons with special needs.

   - *Community development improvements* – During the 2012-2013 report period, the City initiated a sidewalk/ADA curb ramp reconstruction program. To date 68 locations have been upgraded to meet ADA regulations. CDBG funds were also allocated for graffiti removal – 1,719 instances of graffiti were eliminated during the report period.

   All of the activities listed above are consistent with the City's Consolidated Plan and were identified as high priority needs. In addition to the previously referenced exhibits, summaries of 2012-2013 CDBG accomplishments are also provided in IDIS Reports **PR23**, **PR06** and **PR03 (EXHIBITS 4, 5** and **6** respectively).

2. ***CDBG funds used to meet affordable housing goals*** - The City of Pico Rivera funded one housing rehab program with CDBG funds. The table below provides a summary of how CDBG funds were used to meet the housing needs of the different eligible income categories by this program.

2012-2013 CDBG HOUSING ACCOMPLISHMENTS

EXTREMELY LOW-INCOME 0% - 30% COUNTY MEDIAN INCOME	VERY LOW-INCOME 30+% - 50% COUNTY MEDIAN INCOME	LOW-INCOME 50+% - 80% COUNTY MEDIAN INCOME
6 Housing Units	13 Housing Units	9 Housing Units

CDBG funds can be utilized to meet one of three national objectives: 1) elimination of slums and blight; 2) meeting an urgent need, or; 3) benefit low- and moderate-income persons. Based on information reported in the **CDBG FINANCIAL SUMMARY REPORT (EXHIBIT 7)**, 100% of CDBG funds were spent to benefit Low- and Moderate-Income persons during the report period.

There are several CDBG funded programs and activities implemented during the report period that benefited HUD-defined presumed beneficiaries. These programs included public services for the elderly, disabled adults, victims of domestic violence, and the homeless.[4] For programs that did not serve presumed beneficiaries the City required all service providers to obtain household size and income data. The City required that the validity of this information be confirmed by the service provider through an income verification process or through client self-certification. Quarterly reports were provided to the City summarizing this accomplishment data. The City conducts annual monitoring of service providers to review their mechanism for determining program eligibility. City Staff will typically spot check files during monitoring visits to verify correct data and information was utilized.

B. CHANGES IN PROGRAM OBJECTIVES

The City did modify the objectives delineated in the 2010-2015 Consolidated Plan as part of the 2012-2013 Action Plan – Street/sidewalk improvements to comply with ADA regulations was added as a "High" priority need.

The City's 2012-2013 Action Plan contained additional commitments to efforts and certifications related to meeting CDBG program objectives including the following:

- ***Pursuit of all resources indicated in the Consolidated Plan and Annual Action Plan*** - The City's Annual Action Plan identified resources it would pursue for housing and community development activities which included the following:[5]
  - CDBG funds
  - CDBG program income
  - General fund
  - State HOME

- ***Request for Certifications of Consistency:*** The City made every effort to honor the requests of nonprofits and other public entities for certifications of consistency for HUD programs. The City received one request for a certification of consistency with the Consolidated Plan from a nonprofit applying for other HUD funding.

[4] Per CDBG program regulations "Presumed Beneficiaries" do not need to meet an income test, rather they must be able to document the condition/situation that qualifies them as a presumed beneficiary.
[5] The amounts of these resources utilized during the 2012-2013 report period are listed on page 7.

- ***Consolidated Plan Implementation:*** The City did not undertake actions that hindered the implementation of the approved Consolidated Plan or the 2012-2013 Annual Action Plan.

- ***Program Regulation Compliance:*** During the report period, Pico Rivera did not undertake activities that required the acquisition or demolition of real property. If such actions had been undertaken, the City would have ensured compliance with all applicable program regulations.

- ***Economic Development:*** The City did not undertake CDBG-funded economic development activities during the report period. If CDBG funds had been expended for such activities, additional reporting would be provided regarding the actions taken to ensure jobs created by such activities were filled by Low- and Moderate-Income persons. The City did fund a commercial façade improvement program during the 2012-2013 report period; however, this program was qualified for CDBG expenditure because the service are of businesses qualified as a Low and Moderate-income area.

- ***Program Income:*** The City received $31,033 in CDBG Program Income generated by activities previously funded with CDBG. The City did not undertake float funded activities during the report period; similarly, the City did not undertake activities that generated income from the sale of real property. Additionally, no loan adjustments or write-offs were made by the City during program year.

C. Neighborhood Revitalization Strategies

Pico Rivera does not have a HUD-approved neighborhood revitalization strategy or Empowerment Zone/Enterprise Community designation.

D. Section 108 Loan Guarantee

The City does not have an open Section 108 Loan nor did it apply for a 108 Loan Guarantee during the report period.

IV. EXHIBITS

Exhibit 1 - Proof of Publication and Summary of Public Comments

Exhibit 2 - Consolidated Plan 5-Year Accomplishments

Exhibit 3 - 2012-2013 Priority Accomplishments Planned Versus Actual

Exhibit 4 - Program Year 2012 Summary of Accomplishments (PR23)

Exhibit 5 - Summary of Consolidated Plan Projects for 2012 (PR06)

Exhibit 6 - CDBG Activity Summary Report (GPR) for 2012 (PR03)

Exhibit 7 - CDBG Financial Summary for 2012 (PR26)

EXHIBIT 1

Proof of Publication
&
Summary of Public Comments

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CITY OF PICO RIVERA
NOTICE OF CITY COUNCIL PUBLIC HEARING AND
AVAILABILTY FOR THE
2012-2013 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Pico Rivera City Council to review and obtain citizen comments on the performance of the City's Community Development Block Grant (CDBG) program for the July 1, 2012 through June 30, 2013 program year. The Consolidated Annual Performance and Evaluation Report (CAPER) is required to be submitted to the U.S. Department of Housing and Urban Development each year. The CAPER consists of three key parts; 1) a narrative of accomplishments in relation to goals and objectives identified in the one-year Action Plan and the five-year Consolidated Plan, 2) statistical and financial information about individual activities undertaken during the year and 3) information on program expenditures.

WHEN: Tuesday, September 24, 2013

TIME: 6:00 P.M.

WHERE: City Hall Council Chambers
6615 Passons Boulevard
Pico Rivera, CA 90660

MAIL: PO Box 1016 **TELEPHONE:** (562) 801-4332

NOTICE IS FURTHER GIVEN that the CAPER for the 2012-2013 fiscal year will be available for public examination and copying as of Thursday, August 23, 2013. Draft copies of the CAPER will be available for public review at the following locations:

Pico Rivera City Hall
Housing Division
6615 S. Passons Boulevard
Pico Rivera, CA 90660

Pico Park
9520 Beverly Boulevard
Pico Rivera, CA 90660

U.S. Post Office
6320 Passons Boulevard
Pico Rivera, CA 90660

Rivera Park
9530 Shade Lane
Pico Rivera, CA 90660

Smith Park
6016 Rosemead Boulevard
Pico Rivera, CA 90660

Citizens unable to attend the Public Hearing but wishing to comment on the CAPER must do so in writing. Written comments will be accepted for a period of 30 days, however, no comments received after Tuesday, September 24, 2013 before 5 p.m. will be accepted. Written comments must be addressed to Julia Gonzalez, Deputy Director, Community and Economic Development Department, 6615 Passons Boulevard, Pico Rivera, CA 90660. If you have any questions you can contact Julia Gonzalez at (562) 801-4332.

PERSONS INTERESTED IN THIS MATTER are invited to attend this hearing to express their opinion on the above matter. If you challenge the Consolidated Annual Performance and Evaluation Report in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Pico Rivera, or prior to, the public hearing.

Ben Martinez
Community and Economic Development Director
Hearing Date : Tuesday, September 24, 2013
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In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please contact Anna M. Jerome at (562) 801-4389 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

Publish: August 23, 2013
Whittier Daily News Ad#407254

SUMMARY OF WRITTEN PUBLIC COMMENTS

[To be inserted at the end of the public review and comment period.]

SUMMARY OF 9/24/2013 PUBLIC MEETING COMMENTS

[To be inserted at the conclusion of the public hearing.]

Exhibit 2

Consolidated Plan 5-Year Accomplishments

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U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
Exp. 4/30/2011)

Table 3A Summary of Specific Annual Objectives

Grantee Name: City of Pico Rivera

Availability/Accessibility of Decent Housing (DH-1)							
Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
DH 1.1	Provide rehabilitation grants up to $12,000 to eligible low/moderate-income homeowners to be used for stuccoing, painting & minor exterior home repairs. Also grants to make health & safety-related home improvements	CDBG	2010	Housing Units	30	29	96.7%
			2011	Housing Units	25	16	64.0%
			2012	Housing Units	27	28	103.7%
			2013				
			2014				
			5-Yr Con Plan Goal		**150**	**73**	**48.7%**
DH 1.2	Provide for a proactive code enforcement program in eligible low- and moderate-income block groups based on an official designation of deteriorating and/or deteriorated area	CDBG	2010	Housing Units	300	245	81.7%
			2011	Housing Units	250	313	125.2%
			2012	Housing Units	250	245	98.0%
			2013				
			2014				
			5-Yr Con Plan Goal		**1,500**	**803**	**53.5%**
DH 1.3	Provide funds for the Southern California Housing Rights Center to prepare and administer a Fair Housing Counseling Program in the City of Pico Rivera	CDBG	2010	Households	150	184	122.7%
			2011	Households	150	153	102.0%
			2012	Households	150	124	82.7%
			2013				
			2014				
			5-Yr Con Plan Goal		**750**	**461**	**61.5%**
DH 1.4	Alleviate emergency conditions threatening the public health and safety in areas where it is determined that such an emergency condition exists and requires immediate resolution	CDBG	2010	Projects	1	0	0.0%
			2011	Projects	NA	NA	NA
			2012	Projects	NA	NA	NA
			2013				
			2014				
			5-Yr Con Plan Goal		**0**	**0**	**NA**

Affordability of Decent Housing (DH-2)							
Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
DH 2.1	NA	NA	2010 2011 2012 2013 2014	NA	NA	NA	NA
			5-Yr Con Plan Goal		NA	NA	NA

Sustainability of Decent Housing (DH-3)							
Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
DH 3.1	NA	NA	2010 2011 2012 2013 2014	NA	NA	NA	NA
			5-Yr Con Plan Goal		NA	NA	NA

Availability/Accessibility of Suitable Living Environment (SL-1)							
Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
SL 1.1	Provide assistance in the form of a loan of up to 50% of the façade improvement costs	CDBG	2010 2011 2012 2013 2014	Businesses Businesses Businesses [A]	1 3 2	0 0 0	0.0% 0.0% 0.0%
			5-Yr Con Plan Goal		5	0	0.0%
SL 1.2	Provide for the partial funding of the City's Graffiti Removal Program in eligible low- and moderate-income block groups based on an official designation of deteriorating and/or deteriorated area	CDBG	2010 2011 2012 2013 2014	Units Units Units	1,500 1,500 2,000	3,668 2,369 1,719	244.5% 157.9% 86.0%
			5-Yr Con Plan Goal		7,500	7,756	103.4%

Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
SL 1.3	Provide partial funding of a homeless shelter for families. The shelter provides transitional housing for families, as well as a full range of social services for clients (Salvation Army & Whole Child)	CDBG	2010	Individuals	14	3	21.4%
			2011	Individuals	15	21	NA
			2012	Individuals	13	174	1338.5%
			2013				
			2014				
			5-Yr Con Plan Goal		**75**	**198**	**264.0%**
SL 1.4	Provide support services to homeless women & children (Salvation Army)	CDBG	2010	Individuals	175	321	183.4%
			2011	Individuals	-	362	NA
			2012	Individuals	0	0	NA
			2013				
			2014				
			5-Yr Con Plan Goal		**875**	**683**	**78.1%**
SL 1.5	Funding of emergency shelter for women & children who become homeless as a result of domestic violence (Women & Children's Shelter)	CDBG	2010	Individuals	50	31	62.0%
			2011	Individuals	30	44	146.7%
			2012	Individuals	30	41	136.7%
			2013				
			2014				
			5-Yr Con Plan Goal		**250**	**116**	**46.4%**
Affordability of Suitable Living Environment (SL-2)							
Specific Objective		**Source of Funds**	**Year**	**Performance Indicators**	**Expected Number**	**Actual Number**	**Percent Completed**
SL 2.1	NA	NA	2010	NA	NA	NA	NA
			2011				
			2012				
			2013				
			2014				
			5-Yr Con Plan Goal		**NA**	**NA**	**NA**

Sustainability of Suitable Living Environment (SL-3)							
Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
SL 3.1	Funds for the Domestic Violence Prevention Program to assist in completing restraining orders forms at Superior Court at no expense to the client (Legal Aid Services)	CDBG	2010	Individuals	15	31	206.7%
			2011	Individuals	15	28	186.7%
			2012	Individuals	25	41	164.0%
			2013				
			2014				
			5-Yr Con Plan Goal		**75**	**100**	**133.3%**
SL 3.2	Provide nourishing food at nominal cost to homebound, disabled seniors & chronically or temporarily ill (Meals on Wheels)	CDBG	2010	Individuals	30	60	200.0%
			2011	Individuals	30	17	56.7%
			2012	Individuals	NA	0	0%
			2013	Individuals			
			2014				
			5-Yr Con Plan Goal		**150**	**77**	**51.3%**
SL 3.3	Funding of a social services agency that empowers persons with disabilities with knowledge, skills & confidence needed to achieve full participation in the community & the ability for independence	CDBG	2010	Individuals	25	37	148.0%
			2011	Individuals	25	53	212.0%
			2012	Individuals	25	24	96.0%
			2013				
			2014				
			5-Yr Con Plan Goal		**125**	**114**	**91.2%**
SL 3.4	Provide a variety of senior services including congregate & home-delivered meals, case management, home- making, personal care, caregiver support groups & community education	CDBG	2010	Individuals	300	980	326.7%
			2011	Individuals	300	190	63.3%
			2012	Individuals	300	302	100.7%
			2013				
			2014				
			5-Yr Con Plan Goal		**1,500**	**1,472**	**98.1%**
SL 3.5	Funding for the Retired & Senior Volunteer Program (RSVP), which helps people age 55 & older, retired or not, utilize their skills by volunteering to help others based on their skills, abilities & interests, & the needs of the community	CDBG	2010	Individuals	35	27	77.1%
			2011	Individuals	35	31	88.6%
			2012	Individuals	35	23	65.7%
			2013				
			2014				
			5-Yr Con Plan Goal		**175**	**81**	**46.3%**

Availability/Accessibility of Economic Opportunity (EO-1)							
Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
EO 1.1	NA	NA	2010 2011 2012 2013 2014	NA	NA	NA	NA
			5-Yr Con Plan Goal		NA	NA	NA

Affordability of Economic Opportunity (EO-2)							
Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
EO 2.1	NA	NA	2010 2011 2012 2013 2014	NA	NA	NA	NA
			5-Yr Con Plan Goal		NA	NA	NA

Sustainability of Economic Opportunity (EO-3)							
Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
EO 3.1	NA	NA	2010 2011 2012 2013 2014	NA	NA	NA	NA
			5-Yr Con Plan Goal		NA	NA	NA

Neighborhood Revitalization (NR-1)							
Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
NR 1.1	NA	NA	2010 2011 2012 2013 2014	NA	NA	NA	NA
			5-Yr Con Plan Goal		NA	NA	NA

Other (O-1)							
Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
O 1.1	NA	NA	2010 2011 2012 2013 2014	NA	NA	NA	NA
			5-Yr Con Plan Goal		NA	NA	NA

A. At the end of the report period, two commercial façade projects were underway & three additional projects have been preapproved.

HUD Table 2A

Priority Housing Needs/Investment Plan Goals

Priority Need (HUD Funds Only)	5-YR GOAL		YR 1 GOAL (FY 10-11)		YR 2 GOAL (FY 11-12)		YR 3 GOAL (FY 12-13)		YR 4 GOAL (FY 13-14)		YR 5 GOAL (FY 14-15)	
	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual			Planned	Actual
Renters												
0 - 30 of MFI	-	-	-	0	-	0	-	0				
31 - 50% of MFI	-	-	-	0	-	0	-	0				
51 - 80% of MFI	-	-	-	0	-	0	-	0				
Owners												
0 - 30 of MFI	**50**	**26**	10	16	9	4	8	6				
31 - 50 of MFI	**50**	**29**	10	11	8	5	9	13				
51 - 80% of MFI	**50**	**19**	10	3	8	7	10	9				
Homeless* [1]												
Individuals	**75**	**198**	14	3	15	21	13	174				
Families	-	-	-	-	-	-	-	-				
Non-Homeless Special Needs												
Elderly [2]												
Frail Elderly [2]												
Severe Mental Illness												
Physical Disability [2]												
Developmental Disability												
Alcohol/Drug Abuse												
HIV/AIDS												
Victims of Domestic Violence [3]												
Total	**225**	**272**	44	33	40	37	40	202				
Total Section 215 [4]												
215 Renter	-	-	-	0	-	0	-	0				
215 Owner	-	-	-	0	-	0	-	0				

Source: City of Pico Rivera 2010-2015 Consolidated Plan

* Homeless individuals and families assisted with transitional and permanent housing

1 To simplify annual reporting, the City will ask service providers to establish goals based on number of individuals served; however, quarterly accomplishment reports will capture families served.

2. Planned and actual accomplishments included with "Owner" Housing goals/accomplishments.

3. The Consolidated Plan indicates emergency shelter services will be provided to victims of domestic violence – see Table 2B for "Planned/Actual" goals.

4. Section 215 refers to the section of the HOME program regulations that stipulates the affordability requirements of both rental and ownership housing that is benefits from HOME funding.

HUD Table 2A
PRIORITY HOUSING ACTIVITIES

Priority Need	5-YR GOAL		YR 1 GOAL (FY 10-11)		YR 2 GOAL (FY 11-12)		YR 3 GOAL (FY 12-13)		YR 4 GOAL (FY 13-14)		YR 5 GOAL (FY 14-15)	
CDBG	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
Acquisition of existing rental units												
Production of new rental units												
Rehabilitation of existing rental units												
Rental assistance												
Acquisition of existing owner units												
Production of new owner units												
Rehabilitation of existing owner units	**150**	**73**	30	29	25	16	27	28				
Homeownership assistance												
Other: Code Enforcement	**1,500**	**558**	300	245	250	313	250					
HOME - The City does not receive HOME funding												
Acquisition of existing rental units												
Production of new rental units												
Rehabilitation of existing rental units												
Rental assistance												
Acquisition of existing owner units												
Production of new owner units												
Rehabilitation of existing owner units												
Homeownership assistance												
HOPWA – The City does not receive HOPWA funding												
Rental assistance												
Short term rent/mortgage utility payments												
Facility based housing development												
Facility based housing operations												
Supportive services												
Other												
Cal Home	**22**	**11**	0	0	0	0	9	11				
State HOME	**0**	**5**	0	0	5	4	-	1				

HUD TABLE 2B
PRIORITY COMMUNITY DEVELOPMENT ACTIVITIES

Priority Need	5-YR GOALS		YR 1 GOAL (FY 10-11)		YR 2 GOAL (FY 11-12)		YR 3 GOAL (FY 12-13)		YR 4 GOAL (FY 13-14)		YR 5 GOAL (FY 14-15)	
	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
Acquisition of Real Property												
Disposition												
Clearance and Demolition												
Clearance of Contaminated Sites												
Code Enforcement	**1,500**	**803**	300	245	250	313	250	245				
Public Facility (General)												
Senior Centers												
Handicapped Centers												
Homeless Facilities												
Youth Centers												
Neighborhood Facilities												
Child Care Centers												
Health Facilities												
Mental Health Facilities												
Parks and/or Recreation Facilities												
Parking Facilities												
Tree Planting												
Fire Stations/Equipment												
Abused/Neglected Children Facilities												
Asbestos Removal												
Non-Residential Historic Preservation												
Other: Targeted Area Emergency Proj	**0**	**0**	1	0	0	0	-	0				
Infrastructure (General)												
Water/Sewer Improvements												
Street Improvements												
Sidewalks/ADA Ramps	-	**1**	-	-	-	-	1 #	1 *				
Solid Waste Disposal Improvements												
Flood Drainage Improvements												

Priority Need	5-YR GOALS		YR 1 GOAL (FY 10-11)		YR 2 GOAL (FY 11-12)		YR 3 GOAL (FY 12-13)		YR 4 GOAL (FY 13-14)		YR 5 GOAL (FY 14-15)	
	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
Public Services (General)												
Senior Services	**1,825**	**1,630**	365	1,067	365	238	335	325				
Handicapped Services	**125**	**114**	25	37	25	53	25	24				
Legal Services												
Youth Services												
Child Care Services												
Transportation Services												
Substance Abuse Services												
Employment/Training Services												
Health Services												
Lead Hazard Screening												
Crime Awareness												
Fair Housing Activities	**750**	**461**	150	184	150	153	150	124				
Other – Emergency Shelter	**250**	**116**	50	31	30	44	25	41				
Other – Graffiti Removal	**7,500**	**7,756**	1,500	3,668	1,500	2,369	2,000	1,719				
Other – Domestic Violence Svcs	**75**	**100**	15	31	15	28	25	41				
Other – Homeless Transitional Housing	**75**	**198**	14	3	15	21	13	174				
Other – Homeless Supportive Svcs	**875**	**683**	175	321	-	362	-	-				
Economic Development (General)												
C/I Land Acquisition/Disposition												
C/I Infrastructure Development												
C/I Building Acq/Const/Rehab	**5**	**0**	1	0	3	0	2	0 +				
ED Assistance to For-Profit												
ED Technical Assistance												
Micro-enterprise Assistance												
Other												

- One project with sidewalk ADA ramps at an estimated 40 locations.

* - One sidewalk/ADA ramps project completed at 68 locations.

+ - Two projects near completion and three projects pre-approved at the end of the 12/13 report period.

EXHIBIT 3

2012-2013 Priority Accomplishments
Planned versus Actual

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Activity	Category	Type	Consolidated Plan Priority Need	Planned 12-13 Accomplishment	Actual 12-13 Accomplishment	% of Goal Met
CDBG Administration	Administration	Administration	High	1 Yr	1 Yr	100%
Code Enforcement	Housing	Code Enforcement	High	250 Units	245 Units	98.0%
Commercial Rehabilitation - Rehabilitation Loans	Non Housing	Rehabilitation	High	2 Units	0 [A] Units	0%
Fair Housing	Administration	Fair Housing	High	150 Households	124 Households	83%
Graffiti Removal	Public Service	Low/Mod	High	2,000 Units	1,719 Units	86.0%
Housing Rehabilitation Administration [1]	Housing	Housing	High	1 Yr	1 Yr	100%
Housing Rehabilitation - Grants	Housing	Rehabilitation	High	27 Units	28 Units	89%
Legal Aid Services - Domestic Violence Services	Public Service	Domestic Violence	High	25 Individuals	41 Individuals	164%
Retired & Senior Volunteer Program	Public Service	Seniors	High	35 Individuals	23 Individuals	66%
Salvation Army Transitional Living Center	Public Service	Homeless	High	10 Individuals	158 Individuals	1500%
Sidewalk Curb Ramps (ADA)	Public Infrastructure	Sidewalks	High	1 Project	1 [B] Projects	100%
Southeast Area Social Services Funding Authority (SASSFA)	Public Service	Seniors	High	300 Individuals	302 Individuals	101%
So Cal Rehabilitation Services	Public Service	Disabled	High	25 Individuals	24 Individuals	96%
The Whole Child Transitional Housing Services	Public Service	Homeless	High	3 Individuals	16 Individuals	533%
Women & Children's Crisis Center	Public Service	Domestic Violence	High	25 Individuals	41 Individuals	164%

A. Two projects were near completion at the end of the 12/13 report period; three additional projects have been pre-approved.
B. ADA-compliant curb ramps were installed at 68 locations, benefitting an estimated 3,739 disabled residents citywide.

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EXHIBIT 4

Program Year 2012 Summary of Accomplishments
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PICO RIVERA

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Underway Count	Underway Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Economic Development	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)	1	$24,413.10	1	$0.00	2	$24,413.10
	Total Economic Development	**1**	**$24,413.10**	**1**	**$0.00**	**2**	**$24,413.10**
Housing	Rehab; Single-Unit Residential (14A)	0	$0.00	2	$337,266.30	2	$337,266.30
	Rehabilitation Administration (14H)	0	$0.00	2	$155,262.76	2	$155,262.76
	Code Enforcement (15)	0	$0.00	2	$156,062.39	2	$156,062.39
	Total Housing	**0**	**$0.00**	**6**	**$648,591.45**	**6**	**$648,591.45**
Public Facilities and Improvements	Public Facilities and Improvement (General) (03)	1	$0.00	0	$0.00	1	$0.00
	Sidewalks (03L)	0	$0.00	1	$191,991.45	1	$191,991.45
	Total Public Facilities and Improvements	**1**	**$0.00**	**1**	**$191,991.45**	**2**	**$191,991.45**
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	0	$0.00	5	$27,904.80	5	$27,904.80
	Public Services (General) (05)	0	$0.00	2	$18,666.96	2	$18,666.96
	Senior Services (05A)	0	$0.00	6	$35,226.00	6	$35,226.00
	Handicapped Services (05B)	0	$0.00	2	$3,563.00	2	$3,563.00
	Legal Services (05C)	0	$0.00	2	$1,782.00	2	$1,782.00
	Battered and Abused Spouses (05G)	0	$0.00	1	$8,908.00	1	$8,908.00
	Total Public Services	**0**	**$0.00**	**18**	**$96,050.76**	**18**	**$96,050.76**
General Administration and Planning	General Program Administration (21A)	0	$0.00	2	$108,521.79	2	$108,521.79
	Fair Housing Activities (subject to 20% Admin Cap) (21D)	0	$0.00	2	$15,000.00	2	$15,000.00
	Total General Administration and Planning	**0**	**$0.00**	**4**	**$123,521.79**	**4**	**$123,521.79**
Grand Total		**2**	**$24,413.10**	**30**	**$1,060,155.45**	**32**	**$1,084,568.55**

PICO RIVERA

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Economic Development	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)	Business	2,275	0	2,275
	Total Economic Development		**2,275**	**0**	**2,275**
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	44	44
	Rehabilitation Administration (14H)	Housing Units	0	0	0
	Code Enforcement (15)	Housing Units	0	38,410	38,410
	Total Housing		**0**	**38,454**	**38,454**
Public Facilities and Improvements	Sidewalks (03L)	Persons	0	12,551	12,551
	Total Public Facilities and Improvements		**0**	**12,551**	**12,551**
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	Persons	0	607	607
	Public Services (General) (05)	Persons	0	40,685	40,685
	Senior Services (05A)	Persons	0	563	563
	Handicapped Services (05B)	Persons	0	77	77
	Legal Services (05C)	Persons	0	69	69
	Battered and Abused Spouses (05G)	Persons	0	41	41
	Total Public Services		**0**	**42,042**	**42,042**
Grand Total			**2,275**	**93,047**	**95,322**

PICO RIVERA

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	43	39
	Asian	0	0	1	0
	Total Housing	**0**	**0**	**44**	**39**
Non Housing	White	7,737	778	0	0
	Black/African American	78	0	0	0
	Asian	254	0	0	0
	American Indian/Alaskan Native	163	43	0	0
	Native Hawaiian/Other Pacific Islander	100	0	0	0
	American Indian/Alaskan Native & White	5	0	0	0
	Other multi-racial	5,571	49	0	0
	Total Non Housing	**13,908**	**870**	**0**	**0**
Grand Total	White	7,737	778	43	39
	Black/African American	78	0	0	0
	Asian	254	0	1	0
	American Indian/Alaskan Native	163	43	0	0
	Native Hawaiian/Other Pacific Islander	100	0	0	0
	American Indian/Alaskan Native & White	5	0	0	0
	Other multi-racial	5,571	49	0	0
	Total Grand Total	**13,908**	**870**	**44**	**39**

PICO RIVERA

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low (<=30%)	6	0	0
	Low (>30% and <=50%)	13	0	0
	Mod (>50% and <=80%)	9	0	0
	Total Low-Mod	28	0	0
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	28	0	0
Non Housing	Extremely Low (<=30%)	0	0	267
	Low (>30% and <=50%)	0	0	138
	Mod (>50% and <=80%)	0	0	12,757
	Total Low-Mod	0	0	13,162
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	0	0	13,162

PICO RIVERA

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Underway Count	Underway Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Economic Development	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)	1	$24,413.10	1	$0.00	2	$24,413.10
	Total Economic Development	**1**	**$24,413.10**	**1**	**$0.00**	**2**	**$24,413.10**
Housing	Rehab; Single-Unit Residential (14A)	0	$0.00	2	$337,266.30	2	$337,266.30
	Rehabilitation Administration (14H)	0	$0.00	2	$155,262.76	2	$155,262.76
	Code Enforcement (15)	0	$0.00	2	$156,062.39	2	$156,062.39
	Total Housing	**0**	**$0.00**	**6**	**$648,591.45**	**6**	**$648,591.45**
Public Facilities and Improvements	Public Facilities and Improvement (General) (03)	1	$0.00	0	$0.00	1	$0.00
	Sidewalks (03L)	0	$0.00	1	$191,991.45	1	$191,991.45
	Total Public Facilities and Improvements	**1**	**$0.00**	**1**	**$191,991.45**	**2**	**$191,991.45**
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	0	$0.00	5	$27,904.80	5	$27,904.80
	Public Services (General) (05)	0	$0.00	2	$18,666.96	2	$18,666.96
	Senior Services (05A)	0	$0.00	6	$35,226.00	6	$35,226.00
	Handicapped Services (05B)	0	$0.00	2	$3,563.00	2	$3,563.00
	Legal Services (05C)	0	$0.00	2	$1,782.00	2	$1,782.00
	Battered and Abused Spouses (05G)	0	$0.00	1	$8,908.00	1	$8,908.00
	Total Public Services	**0**	**$0.00**	**18**	**$96,050.76**	**18**	**$96,050.76**
General Administration and Planning	General Program Administration (21A)	0	$0.00	2	$108,521.79	2	$108,521.79
	Fair Housing Activities (subject to 20% Admin Cap) (21D)	0	$0.00	2	$15,000.00	2	$15,000.00
	Total General Administration and Planning	**0**	**$0.00**	**4**	**$123,521.79**	**4**	**$123,521.79**
Grand Total		**2**	**$24,413.10**	**30**	**$1,060,155.45**	**32**	**$1,084,568.55**

PICO RIVERA

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Economic Development	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)	Business	2,275	0	2,275
	Total Economic Development		**2,275**	**0**	**2,275**
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	44	44
	Rehabilitation Administration (14H)	Housing Units	0	0	0
	Code Enforcement (15)	Housing Units	0	38,410	38,410
	Total Housing		**0**	**38,454**	**38,454**
Public Facilities and Improvements	Sidewalks (03L)	Persons	0	12,551	12,551
	Total Public Facilities and Improvements		**0**	**12,551**	**12,551**
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	Persons	0	607	607
	Public Services (General) (05)	Persons	0	40,685	40,685
	Senior Services (05A)	Persons	0	563	563
	Handicapped Services (05B)	Persons	0	77	77
	Legal Services (05C)	Persons	0	69	69
	Battered and Abused Spouses (05G)	Persons	0	41	41
	Total Public Services		**0**	**42,042**	**42,042**
Grand Total			**2,275**	**93,047**	**95,322**

PICO RIVERA

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	43	39
	Asian	0	0	1	0
	Total Housing	**0**	**0**	**44**	**39**
Non Housing	White	7,737	778	0	0
	Black/African American	78	0	0	0
	Asian	254	0	0	0
	American Indian/Alaskan Native	163	43	0	0
	Native Hawaiian/Other Pacific Islander	100	0	0	0
	American Indian/Alaskan Native & White	5	0	0	0
	Other multi-racial	5,571	49	0	0
	Total Non Housing	**13,908**	**870**	**0**	**0**
Grand Total	White	7,737	778	43	39
	Black/African American	78	0	0	0
	Asian	254	0	1	0
	American Indian/Alaskan Native	163	43	0	0
	Native Hawaiian/Other Pacific Islander	100	0	0	0
	American Indian/Alaskan Native & White	5	0	0	0
	Other multi-racial	5,571	49	0	0
	Total Grand Total	**13,908**	**870**	**44**	**39**

PICO RIVERA

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low (<=30%)	6	0	0
	Low (>30% and <=50%)	13	0	0
	Mod (>50% and <=80%)	9	0	0
	Total Low-Mod	28	0	0
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	28	0	0
Non Housing	Extremely Low (<=30%)	0	0	267
	Low (>30% and <=50%)	0	0	138
	Mod (>50% and <=80%)	0	0	12,757
	Total Low-Mod	0	0	13,162
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	0	0	13,162

EXHIBIT 5

Summary of Consolidated Plan Projects for Report Year
PR06

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PR06 - Summary of Consolidated Plan Projects for Report Year

Grantee: PICO RIVERA

9/19/2013

Plan Year	IDIS Proj	Project Title	Project Description	Program	Project Estimate	Commited Amount	Amount Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year
2012	1	CDBG Administration	CDBG program oversight and coordination	CDBG	$114,266.00	$108,521.79	$108,521.79	$0.00	$108,521.79
	2	Commercial Facade Loan Program	Loan of up to 50% of the facade, exterior painting, door, windows, awnings, landscaping and other exterior repairs	CDBG	$200,000.00	$200,000.00	$24,413.10	$175,586.90	$24,413.10
	3	Community Legal Services - Legal Aid Society	Legal Services	CDBG	$1,782.00	$1,782.00	$1,782.00	$0.00	$1,782.00
	4	Graffiti Removal Program	Partial funding for the City's Graffiti Removal program in the eligible low and moderate income block groups	CDBG	$18,667.00	$18,666.96	$18,666.96	$0.00	$18,666.96
	5	Neighborhood Services (Code Enforcement)	Enforcement of housing and other health/safety codes in Low- & Moderate-income target areas.	CDBG	$200,000.00	$156,062.39	$156,062.39	$0.00	$156,062.39
	6	Housing Rehabilitation -Grant Program	Housing rehabilitation grant program for low and moderate income homeowners for health and safety repairs.	CDBG	$406,538.00	$337,266.30	$337,266.30	$0.00	$337,266.30
	7	Housing Rehabilitation - Administration	Direct delivery for program costs for the CDBG owner-occupied rehabilitation programs.	CDBG	$170,000.00	$155,262.76	$155,262.76	$0.00	$155,262.76
	8	The Retired & Senior Volunteer Program	RSVP assists persons who are 55 years or older, to utilize their skills by volunteering to help others in the community based on skills, education, abilities and interest	CDBG	$1,782.00	$891.00	$891.00	$0.00	$891.00
	9	Salvation Army Transitional Living Center	Shelter for homeless women and children. Additional provided services include education and vocational training	CDBG	$2,969.00	$2,969.00	$2,969.00	$0.00	$2,969.00
	10	Southern California Housing Rights Center	Fair housing education and enforcement services	CDBG	$15,000.00	$15,000.00	$15,000.00	$0.00	$15,000.00
	11	Southern California Rehabilitation Services	Support services that empowers persons with disabilities with knowledge, skills & confidence needed to achieve full participation in the community & the ability to promote opportunities for independence.	CDBG	$3,563.00	$3,563.00	$3,563.00	$0.00	$3,563.00
	12	Southeast Area Social Service Funding Authority	Provide a variety of services to persons 60 years or older which include congregate nutrition, home delivered meals, case management, personal and care giving services	CDBG	$34,335.00	$34,335.00	$34,335.00	$0.00	$34,335.00
	13	The Whole Child Transition Transtional Housing	Homeless shelter for families including social services, family counseling, education, and job placement.	CDBG	$24,944.00	$24,935.80	$24,935.80	$0.00	$24,935.80

14	Women's and Children's Crisis Shelter	To provide 24-hour access to emergency housing and crisis hotline, food, basic personal items, crisis support, advociacy, counseling, medical and legal services	CDBG	$8,908.00	$8,908.00	$8,908.00	$0.00	$8,908.00
15	Residential Street/Sidewalk Improvements	Reconstruction/rehabilitation of residential street and sidewalks. Improvements may also include installation of ADA compliant sidewalk ramps.	CDBG	$200,000.00	$191,991.45	$191,991.45	$0.00	$191,991.45
16	Whittier Meals on Wheels	Delivery of meals to homebound seniors	CDBG	$2,818.00	$0.00	$0.00	$0.00	$0.00

EXHIBIT 6

CDBG Activity Summary Report (GPR) for 2012
(PR03)

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PGM Year: 1994
Project: 0002 - CONVERTED CDBG ACTIVITIES
IDIS Activity: 2 - CDBG COMMITTED FUNDS ADJUSTMENT

Status: Open 8/20/1997 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: Public Facilities and Improvement (General) (03)
National Objective:

Description:

Initial Funding Date: 01/01/0001

Financing

Funded Amount:	7,820,776.00
Drawn Thru Program Year:	7,820,776.00
Drawn In Program Year:	0.00

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2011
Project: 0001 - CDBG Administration
IDIS Activity: 267 - CDBG Admin 2011

Status: Completed 8/30/2012 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Initial Funding Date: 03/07/2012
Financing
Funded Amount: 111,084.90
Drawn Thru Program Year: 111,084.90
Drawn In Program Year: 0.00

Description:
CDBG program oversight and coordination.
Activity is complete.

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	

Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2011

Project: 0002 - Commercial Facade Loan Program

IDIS Activity: 268 - Commercial Facade Rehabilitation Program

Status: Canceled 8/30/2012 12:00:00 AM

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create economic opportunities

Outcome: Availability/accessibility

Matrix Code: Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)

National Objective: LMA

Initial Funding Date: 03/07/2012

Financing

Funded Amount: 0.00

Drawn Thru Program Year: 0.00

Drawn In Program Year: 0.00

Description:

CDBG funds to provide loan to commercial business owners to improve facades.
Activity was canceled for FY 11-12 but a portion of funding was allocated for this program in FY 12-13 (Act #283)

Proposed Accomplishments

Businesses : 3

Total Population in Service Area: 5,098

Census Tract Percent Low / Mod: 60.90

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	Program redesign was completed. At the end of the 11-12 report period one project was ready for design and two others had received pre-approval.	

PGM Year: 2011

Project: 0003 - Community Legal Services - Legal Aid Society

IDIS Activity: 269 - Community Legal Services

Status: Completed 9/1/2012 12:00:00 AM

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Legal Services (05C)

National Objective: LMC

Initial Funding Date: 03/07/2012

Description:
Legal services for low- and moderate-income households.

Financing

Funded Amount:	2,416.00
Drawn Thru Program Year:	2,416.00
Drawn In Program Year:	0.00

Proposed Accomplishments

People (General) : 15

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	28	28
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**28**	**28**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	21
Low Mod	0	0	0	5
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	28
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	CDBG funds were utilized to provide legal services to low- and moderate-income residents of Pico Rivera, including victims of domestic violence. A total of 28 individuals were assisted during the 11-12 report period. Activity is complete.	

PGM Year: 2011
Project: 0004 - Whittier Meals on Wheels
IDIS Activity: 270 - Whittier Meals on Wheels

Status: Completed 9/1/2012 12:00:00 AM
Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Initial Funding Date: 03/07/2012

Financing

Funded Amount: 2,817.50
Drawn Thru Program Year: 2,817.50
Drawn In Program Year: 0.00

Description:

CDBG funds used to support program that delivers meals to homebound seniors.

Proposed Accomplishments

People (General) : 30

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	17	16
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**17**	**16**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	17
Non Low Moderate	0	0	0	0
Total	0	0	0	17
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	CDBG funds were utilized to provide meals on to homebound seniors. A total of 17 Pico Rivera seniors were assisted during the 11-12 report period.	

PGM Year: 2011

Project: 0005 - Neighborhood Services - Code Enforcement

IDIS Activity: 271 - Neighborhood Services (Code Enforcement)

Status: Completed 8/30/2013 12:00:00 AM

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Provide decent affordable housing

Outcome: Sustainability

Matrix Code: Code Enforcement (15)

National Objective: LMA

Initial Funding Date: 03/07/2012

Financing

Funded Amount: 176,628.24

Drawn Thru Program Year: 176,628.24

Drawn In Program Year: 0.00

Description:

CDBG funds to pay for cost of program aimed at enforceing housing and building codes to ensure safe, decent housing occupied by predominately low- and moderate-income residents.

Proposed Accomplishments

Housing Units : 250

Total Population in Service Area: 16,969

Census Tract Percent Low / Mod: 56.50

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	CDBG funds were utilized to enforce housing and building codes in the City's Low- and Moderate-income neighborhoods. A total of 313 units were addressed through the program during teh 11-12 report period. Activity is complete.	

PGM Year: 2011

Project: 0006 - Housing Rehabilitation -Grant Program

IDIS Activity: 272 - Paint Up/Fix Up Housing Grant Program

Status: Completed 8/30/2012 12:00:00 AM

Location: 4101 Paramount Blvd Spc 63 Pico Rivera, CA 90660-6060

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 03/08/2012

Financing

Funded Amount: 193,701.77

Drawn Thru Program Year: 193,701.77

Drawn In Program Year: 0.00

Description:

CDBG-funded grants up to $12,000 for low to moderate-income homeowners for severely deteriorated and health and safety-related home rehabilitation repairs.
Additionally, CDBG-funded grants up to $8,000 to be used for stuccoing, painting and minor exterior home repairs

Proposed Accomplishments

Housing Units : 25

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	15	13	0	0	15	13	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	1	0	0	0	1	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**16**	**13**	**0**	**0**	**16**	**13**	**0**	**0**
Female-headed Households:	9		0		9			

Income Category:	Owner	Renter	Total	Person
Extremely Low	4	0	4	0
Low Mod	5	0	5	0
Moderate	7	0	7	0
Non Low Moderate	0	0	0	0
Total	16	0	16	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	CDBG funds were utilized to provide housing rehabilitation grants to 16 households during the 11-12 report period. Activity is complete.	

PGM Year: 2011

Project: 0007 - Housing Rehabilitation - Administration

IDIS Activity: 273 - Housing Rehab Admin

Status: Completed 8/30/2012 12:00:00 AM

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Rehabilitation Administration (14H)

National Objective: LMH

Initial Funding Date: 03/08/2012

Financing

Funded Amount: 137,587.61

Drawn Thru Program Year: 137,587.61

Description:

CDBG funds to pay for the direct delivery program costs for the Pico Rivera Owner-Occupied Rehabilitation and Commercial FaÃ¿Â§ade programs.
See IDIS Activity #272 for accomplishments.

Drawn In Program Year: 0.00

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2011

Project: 0008 - The Retired & Senior Volunteer Program

IDIS Activity: 274 - RSVP

Status: Completed 9/1/2012 12:00:00 AM

Objective: Create suitable living environments

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Outcome: Availability/accessibility

Matrix Code: Senior Services (05A)

National Objective: LMC

Initial Funding Date: 03/08/2012

Financing

Funded Amount: 2,416.00

Drawn Thru Program Year: 2,416.00

Drawn In Program Year: 0.00

Description:

CDBG funds for partial funding of the Retired & Senior Volunteer Program (RSVP).
RSVP helps people, 55 years & older utilize their skills by volunteering to help others based.
Services provided include grocery shopping for the frail and elderly, literacy programs, and the Senior Volunteer Police Force.

Proposed Accomplishments

People (General) : 35

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	30	25
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**31**	**25**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	11
Low Mod	0	0	0	10
Moderate	0	0	0	10
Non Low Moderate	0	0	0	0
Total	0	0	0	31
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	CDBG funds were used to support senior program that provides City residents opportunities to volunteer in the community. A total of 31 residents participated during the 11-12 report period. Activity is complete.	

PGM Year: 2011
Project: 0009 - Salvation Army Transitional Living Center
IDIS Activity: 275 - Salvation Army Transitional Living Center

Status: Completed 9/1/2012 12:00:00 AM
Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)
National Objective: LMC

Initial Funding Date: 03/08/2012

Financing

Funded Amount: 4,026.00
Drawn Thru Program Year: 4,026.00
Drawn In Program Year: 0.00

Description:

CDBG funds will be used to provide housing & comprehensive support services to homeless women and children.
Families can stay in the program up to 24 months at no cost, in order to maximize savings for eventual independent living.

Proposed Accomplishments

People (General) : 10

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	368	354
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**368**	**354**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	368
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	368
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	CDBG funds were used to provide housing & support services to homeless women and children. Families stayed in the program up to 24 months at no cost. A total of 364 Pico Rivera residents were assisted during the 11-12 report period with counseling services - 16 individuals received access to transitional housing.	

PGM Year: 2011

Project: 0010 - Southern California Housing Rights Center

IDIS Activity: 276 - So Cal Housing Rights Center-Fair Housing

Status: Completed 9/1/2012 12:00:00 AM

Location: ,

Objective:

Outcome:

Matrix Code: Fair Housing Activities (subject to 20% Admin Cap) (21D)

National Objective:

Initial Funding Date: 03/08/2012

Financing

Funded Amount: 20,000.00

Drawn Thru Program Year: 20,000.00

Drawn In Program Year: 0.00

Description:

CDBG funds allocated to provide funds for the Southern California Housing Rights Center to prepare and administer a Fair Housing Counseling Program in the City of Pico Rivera.
CDBG funds were used to assist 153 Pico Rivera residents address fair housing issues during the 11-12 report period.
Over 80% of households assisted had a household income less than 30% of the county median income.
Approximately 60% were female-headed households, and 78% were HispanicLatino.

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	

Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2011

Project: 0011 - Southern California Rehabilitation Services

IDIS Activity: 277 - Southern California Rehabilitation Services

Status: Completed 9/1/2012 12:00:00 AM

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create economic opportunities

Outcome: Availability/accessibility

Matrix Code: Handicapped Services (05B)

National Objective: LMC

Initial Funding Date: 03/08/2012

Financing

Funded Amount: 4,830.50

Drawn Thru Program Year: 4,830.50

Drawn In Program Year: 0.00

Description:

CDBG funds to support services that for persons with disabilities that promots opportunities for independence via in-home service registry, housing assistance, peer counseling, independent living skills training, job development, informationreferrals & ADA training

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	48	46
Black/African American:	0	0	0	0	0	0	5	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**53**	**46**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	48
Low Mod	0	0	0	3
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	53
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	CDBG funds were allocated to program that provides a variety of services for adults with developmental disabilities. A total of 53 Pico Rivera residents were assisted during the 11-12 report period. Activity is complete.	

PGM Year: 2011

Project: 0012 - Southeast Area Social Service Funding Authority

IDIS Activity: 278 - Southeast Area Social Services Funding Authority (SASSFA)

Status: Completed 9/1/2012 12:00:00 AM

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Senior Services (05A)

National Objective: LMC

Initial Funding Date: 03/08/2012

Financing

Funded Amount: 38,650.00

Drawn Thru Program Year: 38,650.00

Drawn In Program Year: 0.00

Description:

CDBG funds provided for a variety of senior services to those 60 years and older which include congregate nutrition, home delivered meals, case management, telephone reassurance, homemaking, personal care, homemaker registry, caregiver support groups, and community education.

Proposed Accomplishments

People (General) : 300

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	171	0
Black/African American:	0	0	0	0	0	0	3	0
Asian:	0	0	0	0	0	0	10	0
American Indian/Alaskan Native:	0	0	0	0	0	0	3	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0

Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**190**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	18
Low Mod	0	0	0	92
Moderate	0	0	0	80
Non Low Moderate	0	0	0	0
Total	0	0	0	190
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	CDBG funds used to support a variety of senior services to those 60 years and older including congregate nutrition, home delivered meals, case management, telephone reassurance, homemaking, personal care, homemaker registry, caregiver support groups, and community education. A total of 190 Pico Rivera seniors were assisted during the 11-12 report period. Activity is complete.	

PGM Year: 2011

Project: 0013 - Whole Child Transition Transtional Housing

IDIS Activity: 279 - Whole Child Transitional Housing Services

Status: Completed 9/1/2012 12:00:00 AM

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Provide decent affordable housing

Outcome: Availability/accessibility

Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)

National Objective: LMC

Initial Funding Date: 03/08/2012

Financing

Funded Amount: 33,819.00

Drawn Thru Program Year: 33,819.00

Drawn In Program Year: 0.00

Description:

CDBG funds to support homeless shelter for families with children. Additional services provided include fmily counseling.

Proposed Accomplishments

People (General) : 5

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	15	15
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0

American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**15**	**15**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	4
Low Mod	0	0	0	11
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	15
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	CDBG funds were used to support homeless shelter for families with children. The shelter provided transitional housing for families, as well as a full range of social services for clients. A total of 15 Pico Rivera residents were assisted during the 11-12 report period with counseling services; 5 of these individuals were provided tranistional housing.	

PGM Year: 2011

Project: 0014 - Women's and Children's Crisis Shelter

IDIS Activity: 280 - Women's and Children's Crisis Center

Status: Completed 9/1/2012 12:00:00 AM

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)

National Objective: LMC

Initial Funding Date: 03/08/2012

Financing

Funded Amount: 12,078.00

Drawn Thru Program Year: 12,078.00

Drawn In Program Year: 0.00

Description:

CDBG funds to support emergency shelter for women & children who become homeless as a result of domestic violence.
Services include 24-hour emergency housing, crisis hotline, food, crisis support, advocacy, counselingsupport groups, medicallegal advocacy & specialized children¿s services

Proposed Accomplishments

People (General) : 30

Actual Accomplishments

Number assisted:

Owner		Renter		Total		Person	
Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic

White:	0	0	0	0	0	0	1	0
Black/African American:	0	0	0	0	0	0	1	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	41	27
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**44**	**27**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	28
Low Mod	0	0	0	8
Moderate	0	0	0	8
Non Low Moderate	0	0	0	0
Total	0	0	0	44
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	CDBG funds were used to provide emergency shelter for women & children who become homeless as a result of domestic violence. Services included 24-hour access to emergency housing, crisis hotline, food, basic personal items, crisis support, advocacy, counseling/support groups, medical/legal advocacy & specialized children¿s services. A total of 44 Pico Rivera residents were assisted during the 11-12 report period.	

PGM Year: 2011

Project: 0015 - Graffiti Removal Program

IDIS Activity: 281 - Graffiti Removal

Status: Completed 9/1/2012 12:00:00 AM

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Public Services (General) (05)

National Objective: LMA

Initial Funding Date: 03/08/2012

Financing

Funded Amount: 22,418.00

Drawn Thru Program Year: 22,418.00

Drawn In Program Year: 0.00

Description:

CDBG funds will be used to support graffiti removal program within the City's Low- and Moderate-Income block groups.

Proposed Accomplishments

People (General) : 1,500
Total Population in Service Area: 19,244
Census Tract Percent Low / Mod: 57.80

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	CDBG funds were used to support graffiti removal program within the City's Low- and Moderate-Income block groups. A total of 2,369 instances of graffiti were removed; however, all residents of the area benefited from the program during the 11-12 report period. Activity is complete.	

PGM Year: 2012
Project: 0001 - CDBG Administration
IDIS Activity: 282 - CDBG Admin

Status: Completed 9/18/2013 2:33:44 PM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Initial Funding Date: 02/28/2013
Financing
Funded Amount: 108,521.79
Drawn Thru Program Year: 108,521.79
Drawn In Program Year: 108,521.79

Description:
CDBG funds for program oversight and coordination including preparation of annual action plan, year-end performance reports, sub-recipient grant administration, and related HUD reporting.

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	

Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2012

Project: 0002 - Commercial Facade Loan Program

IDIS Activity: 283 - Commercial Facade Loan Program

Status: Open

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create economic opportunities

Outcome: Availability/accessibility

Matrix Code: Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)

National Objective: LMA

Initial Funding Date: 03/23/2013

Financing

Funded Amount: 200,000.00

Drawn Thru Program Year: 24,413.10

Drawn In Program Year: 24,413.10

Description:

Loans to eligble commercial property owners with a loan for up to 50% of the faÃ¿Â¿Ã¿Â§ade improvement costs.
Eligible improvements include exterior painting andor stucco, door & window repairreplacement, roof parapet walls, decorative brick andor tile accents, canvas awnings, parking lot & landscaping improvements, moldings, wood trim, screening for air conditioning, lighting, window cases.

Proposed Accomplishments

Businesses : 2

Total Population in Service Area: 2,275

Census Tract Percent Low / Mod: 67.70

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds provided to local businesses that serve low/mod areas. At the end of the 2012-2013 report period, one business that received assistance (Cocina Restaurant) was close to completion and a second project (Farmers and Growers Shopping Center) is in the initial design phase. Three additional projects have been pre-approved.	

PGM Year: 2012

Project: 0003 - Community Legal Services - Legal Aid Society

IDIS Activity: 284 - Community Legal Services

Status: Completed 9/11/2013 9:06:36 PM

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Legal Services (05C) National Objective: LMC

Initial Funding Date: 03/04/2013

Description:
Legal services for lower income residents.

Financing

Funded Amount:	1,782.00
Drawn Thru Program Year:	1,782.00
Drawn In Program Year:	1,782.00

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	39	37
Black/African American:	0	0	0	0	0	0	1	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**41**	**37**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	26
Low Mod	0	0	0	14
Moderate	0	0	0	1
Non Low Moderate	0	0	0	0
Total	0	0	0	41
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds used to support legal services for victims of domestic violence. Services included filing restraining orders, and providing legal assistance with divorce, child custody/visition & civil harasssments. A total of 41 individuals were assisted over during the 2012-2013 report period.	

PGM Year: 2012
Project: 0004 - Graffiti Removal Program
IDIS Activity: 285 - Graffiti Removal Program

Status: Completed 9/11/2013 12:00:00 AM
Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Public Services (General) (05) National Objective: LMA

Initial Funding Date: 04/18/2013
Financing
Funded Amount: 18,666.96
Drawn Thru Program Year: 18,666.96
Drawn In Program Year: 18,666.96

Description:
Graffiti removal program within the City's Low- and Moderate-Income block groups.

Proposed Accomplishments
People (General) : 2,000
Total Population in Service Area: 21,441
Census Tract Percent Low / Mod: 58.20

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds were used to remove graffiti from properties in the City's CDBG-target areas (HUD estimated 21,441 residents). A total of 1,719 instances of grafitti were removed during the 2012-2013 report period.	

PGM Year: 2012
Project: 0005 - Neighborhood Services (Code Enforcement)
IDIS Activity: 286 - Neighborhood Services (Code Enforcement)

Status: Completed 9/18/2013 2:34:19 PM
Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Provide decent affordable housing
Outcome: Sustainability
Matrix Code: Code Enforcement (15) National Objective: LMA

Initial Funding Date: 02/28/2013
Financing
Funded Amount: 156,062.39
Drawn Thru Program Year: 156,062.39
Drawn In Program Year: 156,062.39

Description:
Enforcement of housing and other healthsafety codes in Low- & Moderate-income target areas.

Proposed Accomplishments
Housing Units : 250
Total Population in Service Area: 21,441
Census Tract Percent Low / Mod: 58.20

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds used to support code enforcement activities in the City's target areas (mainly Low/Mod areas). Program helps ensure housing units meet minumum housing and buliding codes which ensures safe, decent and sanitary housing for city residents. A total of 193 housing units were cited for various housing and building code violations during the 2012-2013 report period.	

PGM Year: 2012

Project: 0006 - Housing Rehabilitation -Grant Program

IDIS Activity: 287 - Home Rehabilitation Grants

Status: Completed 9/13/2013 5:50:41 PM

Location: 5051 Millux Ave Pico Rivera, CA 90660-2820

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 03/04/2013

Financing

Funded Amount: 337,266.30

Drawn Thru Program Year: 337,266.30

Drawn In Program Year: 337,266.30

Description:

CDBG-funded grants up to $12,000 for low to moderate-income homeowners for severely deteriorated and health and safety-related home rehabilitation repairs.
Additionally, CDBG-funded grants up to $8,000 to be used for stuccoing, painting and minor exterior home repairs.

Proposed Accomplishments

Housing Units : 27

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	28	26	0	0	28	26	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**28**	**26**	**0**	**0**	**28**	**26**	**0**	**0**
Female-headed Households:	14		0		14			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	6	0	6	0
Low Mod	13	0	13	0
Moderate	9	0	9	0

Non Low Moderate	0	0	0	0
Total	28	0	28	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds were provided to assist with repairing and/or painting single-family owner occupied housing units. A total of 28 units were completed during the 2012-2013 report period.	

PGM Year: 2012

Project: 0007 - Housing Rehabilitation - Administration

IDIS Activity: 288 - Housing Rehabilitation Admin

Status: Completed 9/18/2013 2:34:52 PM

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Rehabilitation Administration (14H)

National Objective: LMH

Initial Funding Date: 02/28/2013

Financing

Funded Amount: 155,262.76

Drawn Thru Program Year: 155,262.76

Drawn In Program Year: 155,262.76

Description:

Direct delivery program costs for the Pico Rivera Owner-Occupied Rehabilitation

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person

Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds were utilized to fund staff that oversees rehabilitation of single-family housing units. A total of 28 housing units were assisted during the 2012-2013 report period. See HUD Act #287 for specific housing accomplishments.	

PGM Year: 2012

Project: 0008 - The Retired & Senior Volunteer Program

IDIS Activity: 289 - Retired & Senior Volunteer Program

Status: Completed 9/13/2013 5:51:07 PM

Location: 12510 Hadley St Whittier, CA 90601-3942

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Senior Services (05A)

National Objective: LMC

Initial Funding Date: 03/04/2013

Financing

Funded Amount: 891.00

Drawn Thru Program Year: 891.00

Drawn In Program Year: 891.00

Description:

RSVP helps people, 55 years & older, retired or not, utilize their skills by volunteering to help others based on their skills, abilities and interests & the needs of the community.
Services provided include grocery shopping for the frail and elderly, literacy programs, and the Senior Volunteer Police Force.

Proposed Accomplishments

People (General) : 35

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	22	21
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**23**	**21**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	5
Moderate	0	0	0	18
Non Low Moderate	0	0	0	0
Total	0	0	0	23
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds were used to support senior volunteer program. A total of 23 seniors were assisted during the 2012-2013 report period.	

PGM Year: 2012

Project: 0009 - Salvation Army Transitional Living Center

IDIS Activity: 290 - Salvation Army Transitional Living Center

Status: Completed 9/11/2013 9:05:47 PM

Location: 12000 Washington Blvd Whittier, CA 90606-2610

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)

National Objective: LMC

Initial Funding Date: 03/04/2013

Financing

Funded Amount: 2,969.00

Drawn Thru Program Year: 2,969.00

Drawn In Program Year: 2,969.00

Description:

Housing & comprehensive support services to homeless women and children.
Families can stay in the program up to 24 months at no cost, in order to maximize savings for eventual independent living.

Proposed Accomplishments

People (General) : 10

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	158	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**158**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	158
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	158
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds were used to support the Salvation Army's Transitional Living program. In addition to housing, clients received life skills training, and computer skills training to assist with vocational development. Childcare service included field trip and mental health services. A total of 158 indivials were assisted during the 2012-2013 report period.	

PGM Year: 2012

Project: 0010 - Southern California Housing Rights Center

IDIS Activity: 291 - So Cal Housing Rights Center - Fair Housing Services

Status: Completed 9/11/2013 9:04:53 PM

Location: ,

Objective:

Outcome:

Matrix Code: Fair Housing Activities (subject to 20% Admin Cap) (21D)

National Objective:

Initial Funding Date: 03/04/2013

Financing

Funded Amount: 15,000.00

Drawn Thru Program Year: 15,000.00

Drawn In Program Year: 15,000.00

Description:

CDBG funding to support fair housing education and enforcement.
A total of 124 households were assisted during the 2012-2013 report period - 90% of assisted households were lowmoderate-income.
Three cases of discrimination have been reported during the year - 2 were successfully conciliated & 1 was closed due to a lack of enforcement options.
Housing issues addressed during the year typically centered around notices and evictions, repairs and substandard housing conditions, rent increases and security deposits.

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		

American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2012

Project: 0011 - Southern California Rehabilitation Services

IDIS Activity: 292 - Southern California Rehabilitation Services

Status: Completed 9/11/2013 9:04:30 PM

Location: 7830 Quill Dr Downey, CA 90242-3440

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Handicapped Services (05B)

National Objective: LMC

Initial Funding Date: 03/04/2013

Financing

Funded Amount: 3,563.00

Drawn Thru Program Year: 3,563.00

Drawn In Program Year: 3,563.00

Description:

CDBG funds to support services that prompte independance for adults with developmental disabilities. Services include in-home registry, housing assistance, peer counseling and job development.

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:

Owner		Renter		Total		Person	
Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic

White:	0	0	0	0	0	0	24	22
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**22**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	17
Low Mod	0	0	0	4
Moderate	0	0	0	3
Non Low Moderate	0	0	0	0
Total	0	0	0	24
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds were used to support program that assist adults with developmental disabilities. Services included: transportation, computer classes, assistance with SSDI benefits, support groups, and housing referrals. A total of 24 Pico Rivera residents were served during the 2012-2013 report period.	

PGM Year: 2012

Project: 0012 - Southeast Area Social Service Funding Authority

IDIS Activity: 293 - SASFA

Status: Completed 9/11/2013 9:04:11 PM

Location: 10400 Pioneer Blvd Santa Fe Springs, CA 90670-3728

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Senior Services (05A)

National Objective: LMC

Initial Funding Date: 03/04/2013

Financing

Funded Amount: 34,335.00

Drawn Thru Program Year: 34,335.00

Drawn In Program Year: 34,335.00

Description:

CDBG funs to support various senior programs including congregate meals, home delivered meals, case management, homemaker registry and community education.

Proposed Accomplishments

People (General) : 300

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	276	250
Black/African American:	0	0	0	0	0	0	3	0
Asian:	0	0	0	0	0	0	9	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	5	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	7	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**302**	**250**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	36
Low Mod	0	0	0	89
Moderate	0	0	0	177
Non Low Moderate	0	0	0	0
Total	0	0	0	302
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds were utilized to purchase raw food utilized by th subrecipient to provide meals to seniors. SASSFA provides nutrition and social services to the elderly,economically disadvantaged and other Pico Rivera residents with special needs, with an emphasis on preventing premature and/or unnecessary institutionalization. A total of 302 Pico River residents were assisted during the 2012-2013 report period.	

PGM Year: 2012

Project: 0013 - The Whole Child Transition Transtional Housing

IDIS Activity: 294 - Whole Child Transitional Housing Services

Status: Completed 9/13/2013 5:51:42 PM

Location: Address Suppressed

Objective: Provide decent affordable housing

Outcome: Availability/accessibility

Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)

National Objective: LMC

Initial Funding Date: 03/08/2013

Financing

Description:

CDBG funds to support transitional housing for homeless families with children.

Funded Amount:	24,935.80
Drawn Thru Program Year:	24,935.80
Drawn In Program Year:	24,935.80

Proposed Accomplishments

People (General) : 3

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	22	7
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**22**	**7**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	8
Low Mod	0	0	0	13
Moderate	0	0	0	1
Non Low Moderate	0	0	0	0
Total	0	0	0	22
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds were used to suport housing and support services for families with children. A total of 22 indviduals served over 3 Qrts of the 2012-2013 report period - 6 received housing.	

PGM Year:	2012
Project:	0014 - Women's and Children's Crisis Shelter
IDIS Activity:	295 - Women's & Children's Crisis Center

Status:	Completed 9/11/2013 9:03:48 PM	Objective:	Create suitable living environments
Location:	Address Suppressed	Outcome:	Availability/accessibility

Matrix Code: Battered and Abused Spouses (05G) National Objective: LMC

Initial Funding Date: 03/04/2013

Financing

Funded Amount: 8,908.00

Drawn Thru Program Year: 8,908.00

Drawn In Program Year: 8,908.00

Description:

CDBG funds to support emergency sheler and support services for women and children that are victims of domestic violence.

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	4	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	37	22
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**41**	**22**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	22
Low Mod	0	0	0	13
Moderate	0	0	0	6
Non Low Moderate	0	0	0	0
Total	0	0	0	41
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds were used to provide support services and emergency shelter for women and children that are victims of domestic violence. A total of 41 individuals were assisted during the 2012-2013 report period.	

PGM Year: 2012
Project: 0015 - Residential Street/Sidewalk Improvements
IDIS Activity: 296 - ADA Curb Ramps

Status: Completed 9/13/2013 6:07:29 PM
Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMC

Initial Funding Date: 03/23/2013

Financing

Funded Amount:	191,991.45
Drawn Thru Program Year:	191,991.45
Drawn In Program Year:	191,991.45

Description:

CDBG funding to undertake the rehabilitation of streets and sidewalks located in various residential neighborhoods.

Proposed Accomplishments

People (General) : 3,739

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	6,557	0
Black/African American:	0	0	0	0	0	0	65	0
Asian:	0	0	0	0	0	0	232	0
American Indian/Alaskan Native:	0	0	0	0	0	0	117	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	95	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	5,485	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**12,551**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	12,551
Non Low Moderate	0	0	0	0
Total	0	0	0	12,551
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	CDBG funds were used to reconstruct sidewalk ramps at 68 locations in order to comply with ADA requlations. Project is complete. HUD data indicates 12,551 Pico Rivera residents are "disabled."	

PGM Year: 2012

Project: 0016 - Whittier Meals on Wheels

IDIS Activity: 297 - Whittier Meals on Wheels

Status: Canceled 5/7/2013 5:42:37 PM

Location: 6615 Passons Blvd Pico Rivera, CA 90660-3645

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Senior Services (05A)

National Objective: LMC

Initial Funding Date: 03/08/2013

Financing

Funded Amount: 0.00

Drawn Thru Program Year: 0.00

Drawn In Program Year: 0.00

Description:

CDBG funds to support program that delivers meals to homebound seniors.

Proposed Accomplishments

People (General) : 30

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0

Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

Total Funded Amount:	**$9,843,404.97**
Total Drawn Thru Program Year:	**$9,667,818.07**
Total Drawn In Program Year:	**$1,084,568.55**

EXHIBIT 7

CDBG FINANCIAL SUMMARY REPORT
PR26

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Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2012
PICO RIVERA , CA

DATE: 09-19-13

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	898,495.28
02 ENTITLEMENT GRANT	646,331.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	47,007.07
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 RETURNS	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	(15,974.93) A
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,575,858.42
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	961,046.76
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	961,046.76
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	123,521.79
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,084,568.55
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	491,289.87
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	961,046.76
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	961,046.76

22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS		
23	PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24	CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25	CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26	PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS		
27	DISBURSED IN IDIS FOR PUBLIC SERVICES	96,050.76
28	PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29	PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30	ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31	TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	96,050.76
32	ENTITLEMENT GRANT	646,331.00
33	PRIOR YEAR PROGRAM INCOME	3,887.37
34	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	20,632.95 [B]
35	TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	670,851.32
36	PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	14.32%
PART V: PLANNING AND ADMINISTRATION (PA) CAP		
37	DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	123,521.79
38	PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39	PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40	ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41	TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	123,521.79
42	ENTITLEMENT GRANT	646,331.00
43	CURRENT YEAR PROGRAM INCOME	47,007.07
44	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	(15,974.93) [A]
45	TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	677,363.14
46	PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	18.24%

Footnotes:

A. Adjustment is the net of prior year program income reported in IDIS after 6/30/2012 ($24,520.32) minus current year program income ($31,032.14). NOTE: A portion of current year program income ($8,545.39) was reported in IDIS after 06-30-13.

B. Adjustment is the net of current year program income not reported in IDIS before 6/30/2012 ($24,520.32) minus prior year program income reported in IDIS after 6/30/11 ($3,887.37)

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2012	2	283	5544386	Commercial Facade Loan Program	14E	LMA	$4,480.00
2012	2	283	5554251	Commercial Facade Loan Program	14E	LMA	$1,120.00
2012	2	283	5603986	Commercial Facade Loan Program	14E	LMA	$18,813.10
2012	3	284	5538546	Community Legal Services	05C	LMC	$891.00
2012	3	284	5603521	Community Legal Services	05C	LMC	$891.00
2012	4	285	5554260	Graffiti Removal Program	05	LMA	$14,000.22
2012	4	285	5555741	Graffiti Removal Program	05	LMA	$1,555.58
2012	4	285	5603521	Graffiti Removal Program	05	LMA	$3,111.16
2012	5	286	5467992	Neighborhood Services (Code Enforcement)	15	LMA	$5,538.24
2012	5	286	5538546	Neighborhood Services (Code Enforcement)	15	LMA	$94,441.78
2012	5	286	5544385	Neighborhood Services (Code Enforcement)	15	LMA	$10,047.58
2012	5	286	5554251	Neighborhood Services (Code Enforcement)	15	LMA	$10,047.68
2012	5	286	5555741	Neighborhood Services (Code Enforcement)	15	LMA	$5,023.90
2012	5	286	5603521	Neighborhood Services (Code Enforcement)	15	LMA	$30,963.21
2012	6	287	5538546	Home Rehabilitation Grants	14A	LMH	$516.00
2012	6	287	5544385	Home Rehabilitation Grants	14A	LMH	$43,360.00
2012	6	287	5544387	Home Rehabilitation Grants	14A	LMH	$20.00
2012	6	287	5554251	Home Rehabilitation Grants	14A	LMH	$48,011.01
2012	6	287	5555741	Home Rehabilitation Grants	14A	LMH	$24,059.29
2012	6	287	5603519	Home Rehabilitation Grants	14A	LMH	$221,300.00
2012	7	288	5467992	Housing Rehabilitation Admin	14H	LMH	$5,742.30
2012	7	288	5538546	Housing Rehabilitation Admin	14H	LMH	$89,978.04
2012	7	288	5544385	Housing Rehabilitation Admin	14H	LMH	$10,293.00
2012	7	288	5554251	Housing Rehabilitation Admin	14H	LMH	$10,373.09

2012	7	288	5555741	Housing Rehabilitation Admin	14H	LMH	$6,364.49
2012	7	288	5603519	Housing Rehabilitation Admin	14H	LMH	$32,511.84
2012	8	289	5555741	Retired & Senior Volunteer Program	05A	LMC	$891.00
2012	9	290	5538546	Salvation Army Transitional Living Center	03T	LMC	$1,484.50
2012	9	290	5603521	Salvation Army Transitional Living Center	03T	LMC	$1,484.50
2012	11	292	5603521	Southern California Rehabilitation Services	05B	LMC	$3,563.00
2012	12	293	5538546	SASFA	05A	LMC	$17,167.50
2012	12	293	5555741	SASFA	05A	LMC	$8,583.75
2012	12	293	5603521	SASFA	05A	LMC	$8,583.75
2012	13	294	5554251	Whole Child Transitional Housing Services	03T	LMC	$12,472.00
2012	13	294	5603521	Whole Child Transitional Housing Services	03T	LMC	$12,463.80
2012	14	295	5538546	Women's & Children's Crisis Center	05G	LMC	$4,454.00
2012	14	295	5603521	Women's & Children's Crisis Center	05G	LMC	$4,454.00
2012	15	296	5544386	ADA Curb Ramps	03L	LMC	$5,536.57
2012	15	296	5554251	ADA Curb Ramps	03L	LMC	$2,850.58
2012	15	296	5555741	ADA Curb Ramps	03L	LMC	$101,360.32
2012	15	296	5603519	ADA Curb Ramps	03L	LMC	$82,243.98
Total							**$961,046.76**

CITY COUNCIL **MINUTES**

Tuesday, September 10, 2013

A Regular Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Camacho called the meeting to order at 6:00 p.m. on behalf of the City Council.

PRESENT: Archuleta, Armenta, Salcido, Tercero, Camacho
ABSENT: None

COMMISSIONERS PRESENT:
Esther Celiz, Planning Commission

INVOCATION: Councilmember Armenta

PLEDGE OF ALLEGIANCE: Planning Commissioner Celiz

SPECIAL PRESENTATIONS:

- Proclamation presented to the Fire Department in Remembrance of 9/11

1st PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY: None.

CONSENT CALENDAR:

1. **Minutes:**
   - Approved City Council meeting of August 27, 2013; and
   - Received and filed Planning Commission meeting of August 5, 2013

2. **Approved 4th Warrant Register of the 2013-2014 Fiscal Year.** (700)
   Check Numbers: 258508-258682
   Special Checks Numbers: None

3. **Safe Routes to School Non-Infrastructure Master Plan, CIP No. 21262, Federal ID No. 5351 (24) – Award Contract.** (500)

   1. Awarded a Professional Services Agreement to Alta Planning + Design for consultant services for the preparation of the Safe Routes to School Non-Infrastructure Master Plan, CIP No. 21262, Federal ID No. 5351 (24) for a not-to-exceed amount of $235,000 and authorized the Mayor to execute the Agreement in a form approved by the City Attorney.

   Agreement No. 13-1408

4. **Residential Resurfacing Program (RRP) Phase "E", Cape Seal, Capital Improvement Program No. 21245 – Award Construction Contract.** (500)

   1. Awarded a construction contract in the amount of $602,727 to VSS International Inc., for the Residential Resurfacing Program (RRP) Phase "E", Cape Seal, CIP No. 21245, and authorized the Mayor to execute the contract in a form approved by the City Attorney; and
   2. Approved Change Order No. 1 in the amount of $76,727 to reduce the construction contract amount to $526,000.

   Agreement No. 13-1409

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to approve Consent Calendar Items No. 1 through 4. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho
NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None.

LEGISLATION:

5. **Approval of the Memoranda of Understandings with Gateway Water Management Authority for the Development of Watershed Management Programs for the Lower Los Angeles River and Lower San Gabriel River.** (500)

A PowerPoint presentation was given by Mr. Desi Alvarez, Storm Water Consultant, regarding storm water NPDES permits, a water shed development plan, development of a monitoring program and funding.

After some discussion amongst City Council and City staff regarding the cost of the program to the cities, this item was continued to the meeting of September 24, 2013 for further study and evaluation.

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho
NOES: None

6. Alameda Corridor East Joint Powers Authority – Approval of Amended and Restated Joint Exercise of Powers Agreement. (500)

Motion by Councilmember Salcido, seconded by Councilmember Armenta to 1) Approve the Alameda Corridor East Joint Powers Authority (ACE JPA), Amended and Restated Joint Exercise of Powers Agreement (JPA Agreement) to ensure that Pico Rivera's interests continue to be considered in the ACE Project and authorized the Mayor to execute the agreement in a form approved by the City Attorney. Motion carries by the following roll call vote:

Agreement No. 13-1410

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho
NOES: None

Recessed to Housing Assistance Agency at 7:05 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Housing Assistance Agency at 7:05 p.m.

ALL MEMBERS WERE PRESENT

NEW BUSINESS:

Councilmember Salcido addressed his concerns to City Manager Bates pertaining to a letter that was provided to all city employees regarding employee compensation.

Mayor Camacho recommended that residents check their homes for stagnant water as it pertains to the West Nile Virus, asked staff for an update on the Joint Use Agreement and mentioned the upcoming open house at the new County library located on Mines Avenue on September 21, 2013 at 11:00 a.m.

With regard to the Joint Use Agreement, City Manager Bates stated that the City Attorney is reviewing the agreement and that staff hopes to place this item on the City Council agenda of September 24, 2013.

Mayor Pro Tem Tercero suggested that staff look into the Rivers and Mountains Conservancy and partnering with a non-profit organization North East Trees in regard to the Campground Master Plan.

OLD BUSINESS: None.

2ND PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY-RELATED BUSINESS:

Dennise Silva, Representative of Assemblymember Cristina Garcia:

- Addressed the City Council to introduce herself to City Council as the new field representative for Assemblymember Cristina Garcia.

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 7:15 p.m. in memory of Mrs. Teri Brody. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho
NOES: None

_____
Gustavo V. Camacho, Mayor

ATTEST:

_____
Anna M. Jerome, Deputy City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated September 10, 2013 and approved by the City Council on September 24, 2013.

_____

Anna M. Jerome, Deputy City Clerk

PARKS & RECREATION COMMISSION **MINUTES**

Thursday, August 8, 2013

A Regular Meeting was held in the Parks & Recreation Community Room, 6767 Passons Blvd., Pico Rivera, California. Chair Carlos Cruz called the meeting to order at 6:00 p.m.

PRESENT: Carlos Cruz, John Garcia, Paul Gomez, Joseph Palombi, Rod Torres

ABSENT: None

APPROVAL OF MINUTES: A motion was made by Commissioner Torres and seconded by Commissioner Garcia and carried on roll call vote to approve the Minutes of July 11, 2013.

PUBLIC COMMENTS: No public comments

AGENDA ITEMS:

1. **NEW BUSINESS:**
   a) July Customer Surveys Giveaway – Since the launch of the Customer Experience Survey program on June 4, Director González has received over 400 completed surveys. She continued to state that at the next commission meeting she will provide the commission with a detailed update report and then quarterly thereafter. The commission selected three survey winners out of a bag and those winners were:
      1) Leonard Gomez, Montebello, CA
      2) Helen Cardenas, Los Angeles, CA
      3) Michael Renteria, Pico Rivera, CA

2. **OLD BUSINESS:**
   a) Commissioner Biographies – Director González reminded the commission to submit their commissioner biographies as soon as possible. Biographies still outstanding are Chair Cruz, Vice Chair Gomez, and Commissioner Garcia. She also reminded them to take a look at their pictures which are posted on the glass bulletin that is located in front of the Parks and Recreation Building.
   b) Parking at Streamland Park – Deputy Director Rico updated the commission on the parking lot across Streamland park, which he has not yet received any new information. As soon as he receives updated information he will provide to the commission.
   c) Athletic Facilities Resolution – Director González stated that the tentative meeting date of July 17 was cancelled. Director González and management staff will be meeting with each CYSO in the upcoming weeks. Feedback from the league

organizations will then be incorporated into the resolution and then brought back to the commission and the public for review. Director González hopes to host the study session by the end of next month. Deputy Director Rico stated that a list of the comments and concerns brought forth by each of the league presidents will be provided to the commission.

3. **ORGANIZATION RECOGNITION REVIEW** – Deputy Director Rico brought forth to the commission the following organizations for recognition:
    - CEA-HOW, SCI. – Richard Ledezma, President of Compulsive Eaters Anonymous-HOW, SCI., came before the commission to provide them with a brief background on his organization. The primary purpose of this organization is to help those with the issue of compulsive eating. This is a non-profit, 12-step program that is made up of volunteers minus the one part-time employee. Meetings are held from Downtown Los Angeles to Irvine, CA. Commissioner Torres asked Mr. Ledezma how long he has been in the City of Pico Rivera and if this was the first time he has been asked for residency verification. Mr. Ledezma answered he has been here in the City approximately 10 years and yes, this is the first time they have been asked for verification. Commissioner Torres also asked what days and times he normally asks for when requesting a facility. Mr. Ledezma stated that he normally asks for a specific date but if the date is not available due to City functions, then he is asked to consider another available date. Deputy Director Rico commented that City functions, events, and classes take a priority before any reservation. Commissioner Torres also asked if the department will assign staff to each reservation plus get their fees waived. Deputy Director Rico stated that the recognition status, if approved, will only waive the room rental fee. Other fees such as staffing fees, security personnel fees, etc., will be assessed to the organization. Vice Chair Gomez asked if the number of hours used in 2012 will remain the same for 2013 or will there be an increase or decrease. Sixty-Four facility hours were used in 2012, which reflects two major events and 52 one-hour weekly meetings; Mr. Ledezma commented that it will likely remain the same. A motion to approve this organization's probationary recognition status was made by Commissioner Torres and was seconded by Vice Chair Gomez.
    - AA Grupo Pico Rivera – Maria Quiroz, Secretary of Alcohólicos Anónimos Grupo Pico Rivera, came before the commission to provide them a brief background on her organization. She is looking into reserving Smith Park for their 32nd Anniversary event. The organization has met at Smith Park for 32 years. Director González asked Mrs. Quiroz if there has been any disruption or issues with the current construction. Mrs. Quiroz stated that is was not going to be an issue. Vice Chair Gomez asked if this was a single event. Deputy Director Rico stated that this

organization utilizes the facility once a year for 7 hours. He also asked where they meet regularly. Mrs. Quiroz stated that they have a facility on Slauson Ave. and Rosemead Blvd., where they meet on a daily basis. A motion to approve this organization's recognition status was made by Vice Chair Gomez and was seconded by Commissioner Garcia.

4. DIRECTOR'S REPORT

a) Upcoming Events – Recreation Manager introduced the following upcoming events:

1. Movies in the Park - The Pirates Band of Misfits	August 9, 2013 @ Pico Park
2. Congresswoman Linda Sanchez - Visit to the Senior Center	August 14, 2013 @ Senior Center
3. H.E.A.L Food Distribution	August 21, 2013 @ Senior Center
4. Community Walk	August 21, 2013 @ Rio Hondo Park
5. Congresswoman Linda Sanchez - Senior Fair	August 29, 2013 @ Pico Park
6. Summer Dance Recital	September 7, 2013 @ Senior Center
7. Senior Coordinating Council - Mexican Fiesta	September 14, 2013 @Senior Center
8. Fall CYSO Opening Ceremonies:	
• Twin Cities Wolverines	August 24, 2013 @ Pico Park
• A.Y.SO. Region 603	September 7, 2013 @ TBD
• Pico Rivera Football For Youth	September 14, 2013 @ Rivera Park

Commissioner Torres asked if the department has reached out to the new Panera Bread restaurant in Pico Rivera, for donations for the H.E.A.L program. Manager Manor answered that they have not but she will contact them for donation and sponsorship opportunities. She continued to state that they have been receiving donations from Porto's Bakery.

b) Project Updates–Construction is moving along at Smith and Rio Vista Parks. For Smith Park:

- The sewer line is being redesigned.
- Work to connect water to the stadium should be starting on the 15th. Deputy Director Rico's goal is for the water connection to be completed by the 30th.
- Issue with the irrigation line has not made any progress.
- Playgrounds have been completed and are currently awaiting inspection.
- Work on the parking lot will commence in the near future.
- El Rancho High School stadium has been reserved for the football groups in case that the Smith Park stadium is not ready to be opened up for play.

Vice Chair Gomez asked in regards to the irrigation issue if the pipes were still buried or do they still need to dig them up. Deputy Director Rico stated that the

issue is that they buried part of the pipes, which now they are looking at digging them up and installing new and different pipes. The delay is that for some of the pipes there are only two manufacturers and they have a lead time of six weeks. Commissioner Garcia asked if there was a date set for when the parks will be opened to the public. Deputy Director Rico answered that unfortunately at this time there is no date set for either of the parks. Commissioner Garcia also asked if the contractor is being held accountable for the additional time being taken to complete the parks, since the initial completion date has passed. Deputy Director Rico stated that the contractor is assessed a daily fee of $5,000 for each additional day that the construction is not complete. Rio Vista Park had an initial completion date of May 30, 2013 and Smith Park had a completion date of June 7, 2013. Deputy Director Rico stated that Smith Park will end up in litigation, and he hopes to receive back some monies to add several amenities that were deleted from the initial design but were cut due to budget. Commissioner Torres stated that he spoke to President of Pony baseball, Randy Torres, and both are in agreement that they hope that the City and staff will not allow what happen to Rivera Park happen to Smith Park.

For Rio Vista Park:

- Hydro-seeding is currently being worked on. Field section of the park closest to Rio Vista Elementary school will be done before school starts on the 21st. Once the final area has been hydro-seeded, then the park will need to be closed for 120 days before we could open up the park for use.
- The sewer line needs to be connected.
- Concession stand is completed minus the restrooms due to the sewer line issue.

c) Department Information – Recreation management explained the following:

1. CYSO Facility Permit Process – Deputy Director Rico provided the commission with an overview of the facility use reservation process. The current process is as follows:
   - A recognized organization will submit their facility request via a facility use application or an online reservation.
   - Once a permit has been created in Activenet, the permit goes thru a process of approvals to the appropriate site supervisor. Each site approval differs. Once the permit has gone through the proper approval process, the permit is then sent to the applicant.
   - The new step to the process is that the permit needs to be reviewed by the applicant, signed and returned to the department in order for the permit to be issued.
2. Rivera Park Update – Deputy Director Rico provided the commission with an updated matrix list with all the items pending for repair at Rivera Park. Currently the bullpens are being worked on. Rivera Baseball Association will

be hosting a Winterball season, so the goal is to have most of the items, with the exception of the ongoing pending items, completed by the start of the season which is on September 16th. Commissioner Garcia asked for the list to be specific on the netting item. He continued to state that he was inquiring about the net between the minor field and the tiny field. He also asked about the trash can issue under the gazebo on the west side of the park. Deputy Director Rico stated that the net item is all inclusive but he can make that change to separate the items if need be. But the net issue in question is included in the net item.

3. Golf Course Update – Deputy Director Rico provided the commission with an update on the Pico Rivera Golf Course. The golf course has made a couple of improvements in order to incorporate golf as a sport in the City. The latest improvement has been on the driving range, which they have installed a new bunker so patrons can practice. The Pico Rivera Golf Course will be featured in an article in the Golf Digest. Commissioner Garcia commended the Golf Course management and staff for doing a good job at marketing to the youth and for being open to suggestions.

   Director González announced that she wrote an article for *Parks & Rec Business Magazine,* which will be on the cover next month. She will provide a copy of the article at the next commission meeting. She continued to comment that the Pico Rivera Golf Course is a pilot program to show other cities that they do not need to close down their golf courses when they can no longer manage them. The City of Pico Rivera will set the new standard for the nation.

9. COMMISSIONER'S REPORTS

Gomez - Stated that he attended the last City Council meeting and there were a group of disgruntled City employees. He asked what percentage of these employees were from the Parks and Recreation Department. Manager Manor responded that due to the new Affordable Healthcare act, the City had to reduce the hours of the part-time staff to 28 hours. Because of the reduction of hours, the department is facing a low morale issue with the hourly employees. This group of employees went to the meeting to express their concerns. Vice Chair Gomez asked if the City has ever provided the part-time hourly employees with health insurance. Manager Manor stated that in the past the part-time employees were divided up into two groups depending on how many hours they worked in a year. If they worked more hours, they qualified them for health insurance. So yes, some part-time employees were receiving medical benefits on behalf of the City. Those employees are continuing to receive those benefits. Director González stated that she has implemented different activities to help boost up the morale.

Garcia: - Asked if there was a policy which bans sunflower seeds at the parks. Deputy Director Rico answered yes, sunflower seeds are not allowed at the parks.

Palombi: - Asked the status on the lights at Streamland Park. Director González stated that she has submitted the documentation to Major League Baseball. Director González is asking for lighting for one field. Major League will fund up to $39,000; Musco lighting has provided a quote for $70,000-$90,000 depending on the field. Director González stated that the City needs to provide at least 50 percent of the monies and Major League will match that.

Torres:
- Stated that while at Rivera Park he noticed holes on the fields.
- He also noticed park patrons playing baseball on the fields and hitting the fences even though there are signs posted not to hit the fences.
- He has noticed that park patrons are continuing to eat sunflower seeds at the Park. Deputy Director Rico stated that if he sees that to contact him and he will contact staff at the park and the Sheriff's Department. Unfortunately, due to budget cuts the department has reduced the number of outdoor supervision personnel and the indoor personnel may or may not be available to step outside to assist. Deputy Director Rico stated that he is also asking the league presidents to be keeping an eye on those park patrons or league participants and assisting the department with the park maintenance.
- Shared that this past Sunday while at a stop sign adjacent to the Senior Center, he noticed a resident exit out of her vehicle and grab a sand bag that was holding a construction fence at Smith Park. He continued to state that he followed this resident to her destination, which was a local church. He then approached the resident asked why she took a sand bag which is City property. The resident began to yell at him and she ended up throwing the sand bag at him.

Cruz:
- Commented that he is looking forward to attending some of the events by Congresswoman Linda Sanchez at the Senior Center.
- He asked when the City was offering the site tours of the new Library. Deputy Director Rico stated that Thursday's in the mornings is when they offer the tours. He asked Chair Cruz to advise him of when he would like to attend a tour and he will set it up with the liaison who is overseeing the tours. Deputy Director Rico commented that if he was also interested in touring the new parks to just advise him of his availability.

ANNOUNCEMENTS – No announcements.

ADJOURNMENT:

The Parks & Recreation Commission meeting was adjourned at 6:59 p.m. There being no objection it was so ordered.

Carlos Cruz, Chair
Parks & Recreation Commission

Sandra J. González, Secretary
Director of Parks & Recreation

5th WARRANT REGISTER OF THE 2013-2014 FISCAL YEAR

MEETING DATE:	09/24/13
TOTAL REGISTER AMOUNT:	$823,177.09
CHECK NUMBERS:	258683-258823
SPECIAL CHECK NUMBERS:	

REGULAR CHECK TOTAL:	$823,177.09
SPECIAL CHECK TOTAL:	
TOTAL REGISTER AMOUNT:	$823,177.09

PAYROLL REGISTER P/P 08/23/13 - 09/06/13

Pay Date: 09/12/13

VOID ACH CKS	
	-
VOID CKS	
	-
Scrap:	
384945	
385015	
SPECIAL CKS	
	-
CKS	
384946 - 385014	48,334.01
	48,334.01
ACH	
385016 - 385214	234,782.29
	234,782.29
TOTAL	283,116.30

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: September 24, 2013

Subject: RESOLUTION IN SUPPORT OF THE RIVERS AND MOUNTAINS CONSERVANCY'S (RMC) GRANT APPLICATION FOR A GATEWAY CITIES RIVER MASTER PLAN

Recommendation:

Adopt a Resolution in support for the Rivers and Mountains Conservancy grant application to the California Strategic Growth Council for a Gateway Cities Rivers Master Plan and request that the Pico Rivera Sports Arena Campground Rehabilitation Project be incorporated in the master plan for the San Gabriel River.

Fiscal Impact: None.

Discussion:

The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), in partnership with the non-profit North East Trees, are applying for a planning grant to fund the development of a Gateway Cities Rivers Master Plan. The funding opportunity is available through the final round of Proposition 84 planning grants to be funded through the Strategic Growth Council.

The San Gabriel and Lower Los Angeles Rivers and Mountains Master Plan will include plans for the revitalization of the area adjacent to the rivers to address issues with green space, water quality standards and water supply.

In 2007, the City of Los Angeles released a master plan for the upper Los Angeles River watersheds from Canoga Park to the City of Vernon (approximately 32 miles). Several projects from the master plan have been implemented and are completed. Moreover, new legislation is being proposed recommending millions of dollars to continue to revitalize the communities adjacent to the river.

The RMC and North East Trees has asked for the Gateway Cities Council of Governments (Gateway COG) to support their grant application and, if funding is received, to participate in the development of the Gateway Cities River Master Plan. Such a plan could interact with regional transportation programs such as the I-710 Corridor Project, the Strategic Transportation Plan, the Sustainable Communities Strategy, and other efforts (e.g. water-related) in the Gateway Cities. The Gateway Cities River Master Plan could also interact with local planning documents such as the Pico Rivera Sports Arena master plan and the Parks Master Plan program, such as by tying the river's bike routes to existing recreational destinations adjacent to the rivers (e.g. existing parks, Whittier Narrows, and the Whittier Greenway Trail, etc.).

The City of Pico Rivera prepared a master plan for Bicentennial Park, which is located adjacent to the San Gabriel River. Known as the Pico Rivera Sports Arena Campground Rehabilitation Project, the project envisions recreational activities and programs consistent with the goals for the RMC's master plan. As such, staff recommends that the City Council adopt a resolution that supports the RMC's application, and requests the RMC to include the Pico Rivera Sports Arena Campground Rehabilitation Project as a program in the proposed Gateway Cities Rivers Master Plan.

The RMC is seeking monetary support from the Gateway COG as a local match. In light of the City's budget deficit, staff is recommending any match be provided via in-kind services. This approach will dedicate the services of staff, as opposed to a monetary contribution.

Ronald Bates

RRB:AC:RG:lg

Enc.

1) Resolution
2) Bicentennial Park Campgrounds, Conceptual Site Plan
3) Vicinity Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SUPPORTING THE RIVERS AND MOUNTAINS CONSERVANCY PLANNING GRANT APPLICATION FOR THE GATEWAY CITIES RIVERS MASTER PLAN

WHEREAS, the California Natural Resources Agency on behalf of the Strategic Growth Council announced the availability of the Urban Greening Planning Grant, which provides funds to assist entities in developing a master urban greening plan that will ultimately result in projects to help the State meet its environmental goals and the creation of healthy communities; and

WHEREAS, this is the third and final round of Urban Greening Planning Grant funds through the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Proposition 84); and

WHEREAS, approximately $38.4 million are available for eligible projects that reduce and/or prevent storm water contamination of rivers, lakes, and streams; implement requirements of municipal storm water permits; and implement Low Impact Development (LID) strategies and practices that seek to maintain predevelopment hydrology for existing and new development and redevelopment projects; and

WHEREAS, the Rivers and Mountain Conservancy (RMC) in partnership with the nonprofit Northeast Trees will be applying for a grant to fund the development of a Gateway Cities Rivers Master Plan; and

WHEREAS, the RMC's grant application proposes to work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety; and

WHEREAS, the Gateway Cities Council of Government will consider supporting the RMC's grant application at their October 2013 meeting; and

WHEREAS, at the August 27, 2013, the City Council approved the conceptual design for the rehabilitation of the Pico Rivera Sports Arena Campground Rehabilitation Master Plan (attached) ; and

WHEREAS, the City recognizes that it lacks funding to develop the proposed design estimated at $10 million dollars and will pursue funding opportunities with local, state and federal agencies, as well as public/private business opportunities.

THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City will support the RMC's grant application for the Gateway Cities Master Plan and provide a match via in-kind services. This approach will dedicate the services of staff, as opposed to a monetary contribution.

SECTION 2. The City is requesting that the RMC grant application include the Pico Rivera Sports Arena Campground Rehabilitation Master Plan to the RMC Gateway Cities Rivers Master Plan.

SECTION 3. This resolution shall take effect immediately.

SECTION 4. That the City Clerk of the City of Pico Rivera shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this _____ day of _____, 2013.

_____
Gustavo V. Camacho, Mayor

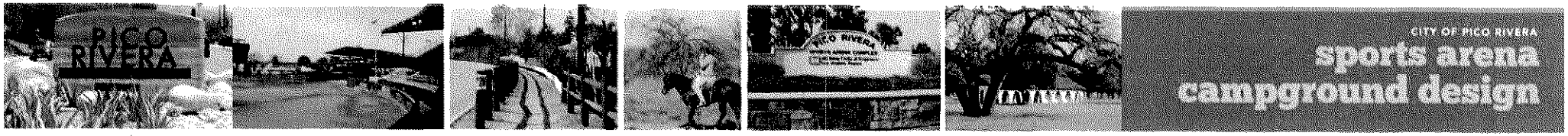
ATTEST:

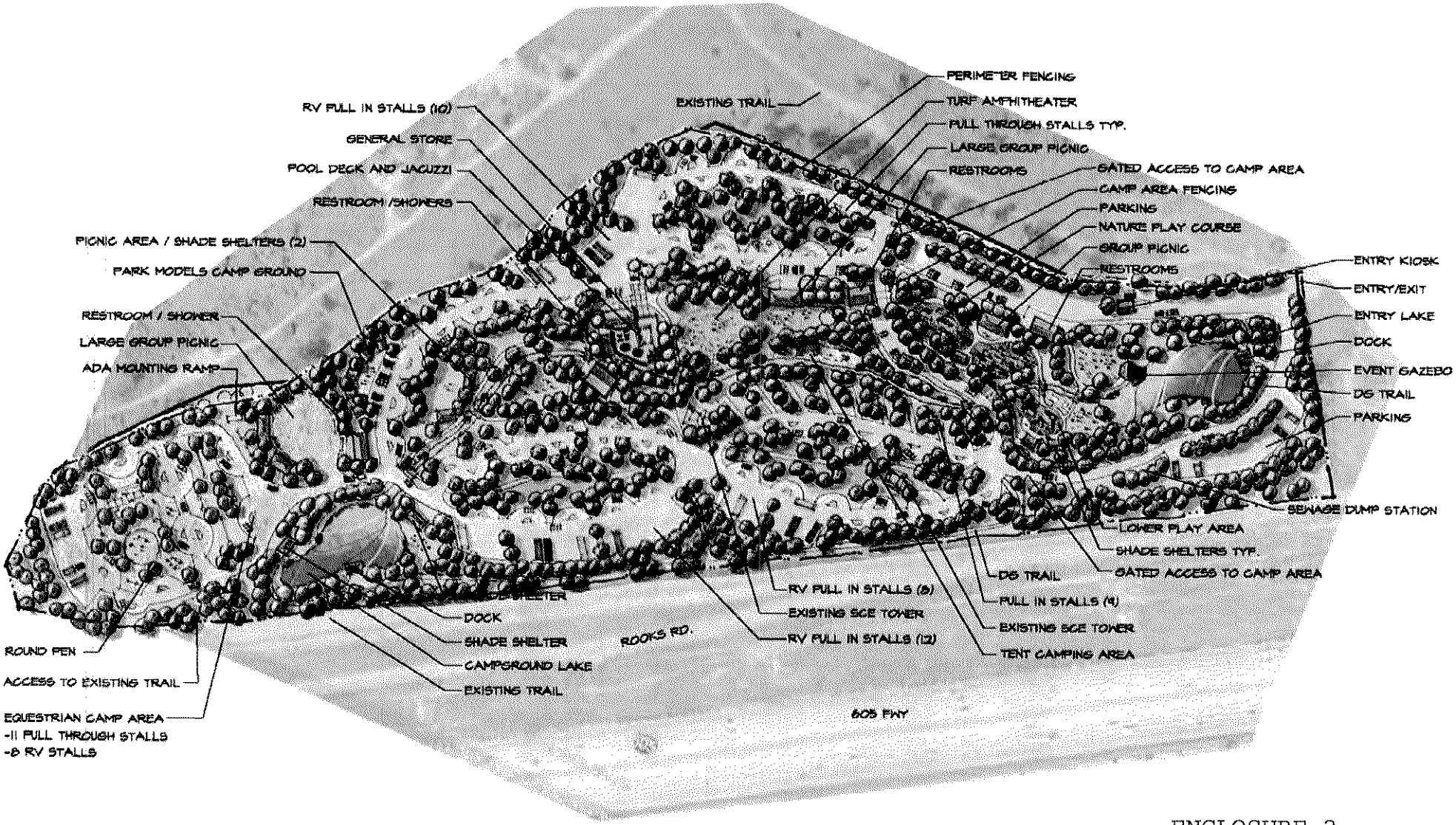
_____
Anna M. Jerome, Assistant City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:



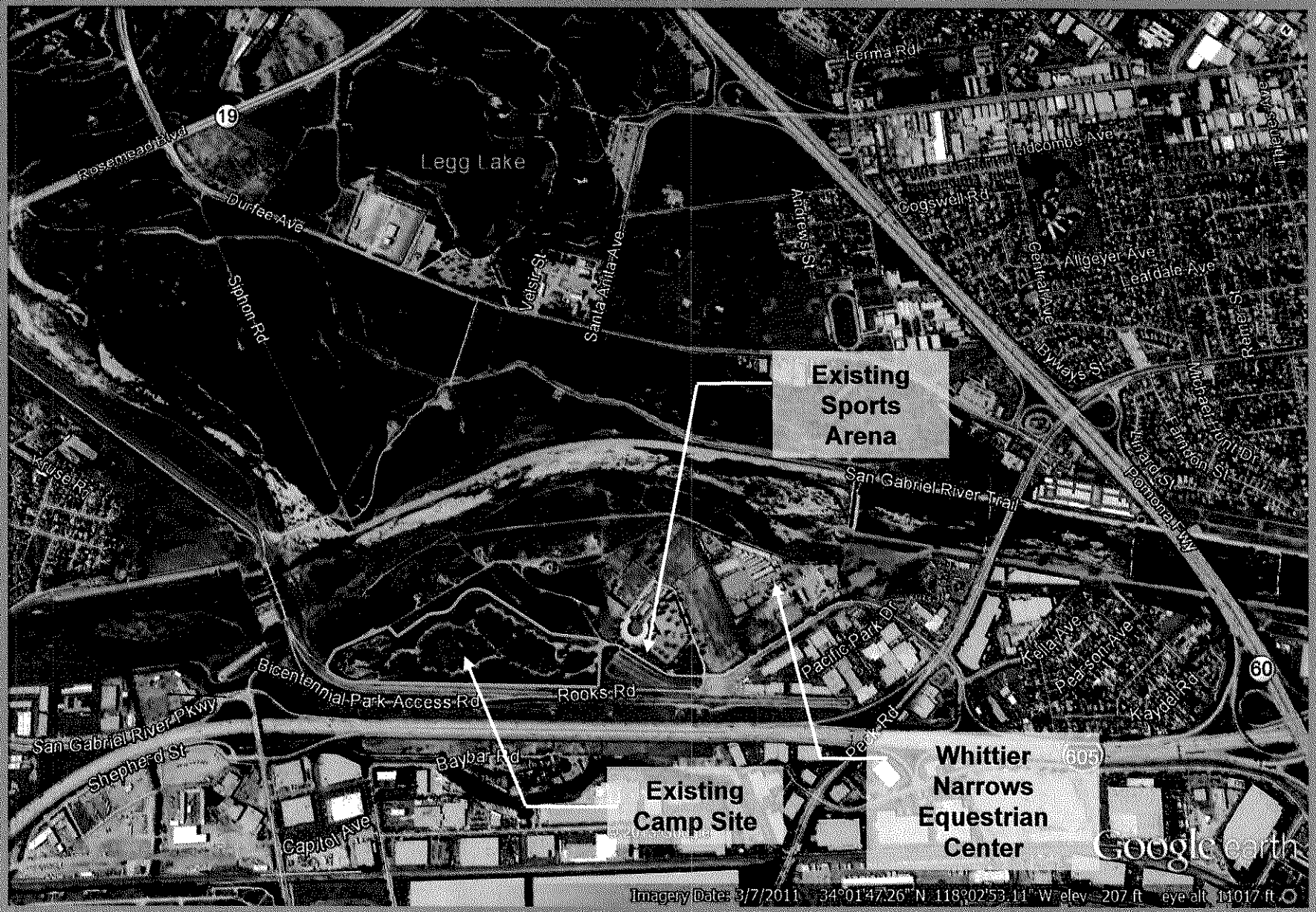


ENCLOSURE 2

Conceptual Site Plan

CITY OF PICO RIVERA

sports arena campground design



SITE CONTEXT

ENCLOSURE 3

MIG

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: September 24, 2013

Subject: WHITTIER BOULEVARD STREET REHABILITATION PROJECT, VAN NORMAN ROAD TO PARAMOUNT BOULEVARD, CIP NO. 21246 – AWARD PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

Recommendation:

Award a Professional Services Agreement to Kabbara Engineering to provide engineering design services for the Whittier Boulevard Street Rehabilitation Project, Van Norman Road to Paramount Boulevard, CIP No. 21246, for an amount not to exceed $199,979 and authorize the Mayor to execute the Agreement in a form approved by the City Attorney.

Fiscal Impact: $199,979 (Proposition C)

Discussion:

The Whittier Boulevard Street Rehabilitation Project (Whittier Project) is in the City's 5-year Capital Improvement Program. This project will address infrastructure and safety issues on Whittier Boulevard, from Van Norman Road to Paramount Boulevard. The Project will also enhance the corridor with a unique gateway concept that will include an entrance monument, roadway medians with landscaping, safety lighting, pavement rehabilitation, and artistic enhancements.

Staff has completed preliminary planning and engineering work, and the project is now ready for the design phase. As the first order of business, it is necessary to secure a consultant for design services. To that end, a Request for Proposal (RFP) was released on July 3, 2013 to eleven (11) qualified engineering firms. Design services requested include project management, agency and utility coordination, preliminary and final engineering, construction support services.

On July 24, 2013, three proposals were submitted by Kabbara Engineering, MIG, and RKA Consulting Group. The three consultants were interviewed on September 4, 2013 by a panel comprised of the Assistant City Engineer, the City's Project Manager and an experienced Project Manager from the City of Pasadena. This qualification-based selection weighed a number of factors, including project manager and team qualifications, experience on similar projects in Pico Rivera, understanding of technical issues, experience with federal funds, etc.

Based on the ranking criteria, Kabbara Engineering was unanimously selected by the panel as the highest qualified. Kabbara Engineering provides the following benefits to the project:

- **Previous experiences with the City of Pico Rivera** - Kabbara provided as-needed engineering services to the Department of Public Works for eight (8) years. Further, Kabbara Engineering was the prime consultant on the (1) Beverly Boulevard Pavement Rehabilitation Project, and (2) the Beverly Boulevard Median Improvement Project.

- **Innovative Landscape Architect on Team** – The sub-consultant, Nuvis Landscape Architecture & Planning, is a contemporary landscape architect with unique artistic ideas capable of enhancing the Whittier Boulevard corridor with environmentally sensitive and sustainable designs.

- **Experienced Project Manager** - With 30 years of public and private sector experience, the Project Manager is a Registered Civil Engineer and has delivered over 150 municipal projects.

- **Superb knowledge of project issues** - Kabbara completed a comprehensive review of Whittier Boulevard and identified solutions to known issues. Kabbara touched on a wide range of key project factors such as community acceptance, visual blight, resolution to median opening, traffic circulation, pavement conditions, and ADA.

Based on the above, Kabbara Engineering is capable of delivering a high quality and cost effective design. High quality designs eliminate costly change orders during construction. A complete list of proposals submitted by consultants is provided in Enclosure 4. Fees shown reflect all services required in the Request for Proposal.

Kabbara Engineering submitted a competitive proposal; their negotiated fee is $199,979 as compared with the second lowest fee of $201,280 from RKA Consulting. Design services are fully funded with Proposition C funds.

The project is scheduled to be designed in 2013 and constructed in early 2014. The total cost of the project is estimated at $1,450,000 and will be paid for with Proposition C and Surface Transportation Program Local (STP-L) funds.

Ronald Bates

RRB:AC:JL:lg

Enc.

1) Professional Services Agreement
2) Consultant Fee Proposal Summary

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
KABBARA ENGINEERING

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Kabbara Engineering, a Sole Proprietorship ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services necessary for the delivery of a Capital Improvement Program project. The Consultant will provide services to develop Plans, Specifications, and Construction Cost Estimates for the Whittier Boulevard Rehabilitation Project from Van Norman Road to Paramount Boulevard, CIP 21246, or as set forth in the Consultant's September 9, 2013 proposal to City attached hereto as Exhibit A.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's September 9, 2013 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Commencement Date": September 25, 2013

3.4 "Expiration Date": December 31, 2014

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date after which it shall continue on a month-to-month basis unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Ninety Nine Thousand Nine Hundred Seventy Nine Dollars ($199,979) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work consistent with the professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Leah Kabarra shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. INDEMNIFICATION

14.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 Consultant's negligent performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

14.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent such costs result from or arise out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 14 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

14.4 The obligations of Consultant under this Section 14 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.6 City does not, and shall not, waive any rights that it may possess against Consultant 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.

14.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

15. INSURANCE

15.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence / Two Million Dollars ($2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

15.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

15.1.3 Worker's Compensation insurance as required by the laws of the State of California.

15.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000).

15.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

15.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

15.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

15.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

15.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

15.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

15.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

15.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

15.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

15.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

16.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

16.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

17. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

18. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

19. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

Ronald Bates, Ph.D., City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:

Leah A. Kabbara
Owner
Kabbara Engineering
121 North Harwood St.
Orange, California 92866-1626
Facsimile: (714) 744-9771

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North,
Suite 400, West Tower
City of Industry, California 91746
Facsimile: (562) 692-2244

20. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement shall survive the expiration or termination of this Agreement.

21. TERMINATION

21.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

21.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

22. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

23.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

24. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form

and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

25. NON-WAIVER

25.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

25.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

26. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

27. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

29. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"

CITY OF PICO RIVERA

_____

Gustavo V. Camacho, Mayor

Dated: _____

"CONSULTANT"
KABBARA ENGINEERING

_____

Leah A. Kabbara

Title: _____

Dated: _____

ATTEST:

_____

Anna M. Jerome, Assistant City Clerk

Dated: _____

APPROVED AS TO FORM:

_____

Arnold M. Alvarez-Glasman, City Attorney

Dated: _____

K A B B A R A E N G I N E E R I N G
CIVIL ENGINEERING • LAND SURVEYING

EXHIBIT "A"

September 9, 2013

City of Pico Rivera
Public Works Department
6615 Passons Boulevard
Pico Rivera, California 90660
Attention: Mr. Rene Guerrero, P.E., Assistant City Engineer

Subject: Revised Fee Proposal for Whittier Boulevard Rehabilitation Project from Van Norman Road to Paramount Boulevard, CIP No. 21246

Dear Mr. Guerrero:

Attached here with for your review and consideration is our revised scope of work and fee proposal for the subject project. Thank you for the opportunity to be of service. A summary of our total revised fee proposal, including subconsultant fees, is as follows:

Description	Total Fee*
WHITTIER BOULEVARD REHABILITATION PROJECT	
Kabbara Engineering	$ 106,980.00
Nuvis (Landscape Architecture Subconsultants)	$ 60,827.00
Digital Mapping Inc. (Aerial Photogrammetry Subconsultants)	$ 3,150.00
LaBelle-Marvin Inc. (Geotechnical/Pavement Subconsultants)	$ 17,682.00
Empire 3 Consulting Engineers (Electrical Subconsultants)	$ 11,340.00
TOTAL NOT-TO-EXCEED FEE PROPOSAL	**$ 199,979.00**

**Includes 5% reduced rate administrative charge on subconsultant fees*

Please note that payment of any required permit or application fees, NOI fees, or utility/ agency fees for research or materials, is not included herewith and will be considered to be paid by the City of Pico Rivera, and additional mobilization and office charges will be necessary if any change in management or significant extension of the project schedule occurs during the life of the contract.

Thank you for this opportunity to be of service. We look forward to working with you on this project. If you have any questions please contact me at (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,
KABBARA ENGINEERING

Leah Kabbara, PE
PRINCIPAL ENGINEER

121 NORTH HARWOOD STREET, ORANGE CALIFORNIA 92866-1626
TEL (714) 744-9400 FAX (714) 744-9771
WWW.KABBARA.NET

SCOPE OF WORK

In order to meet the City Schedule we have developed a work plan outlining the required steps to complete project followed by a schedule of work indicating the time required for the project.

The project limits are described as follows:

PROJECT LIMITS			
STREET NAME	APPROX. LENGTH	LIMITS FROM	LIMITS TO
Whittier Boulevard	2,700 l.f.	Paramount Boulevard	Van Norman Road

Task 1. Project Management

1.1 In a Kick-off conference with the City, the scope of work, design criteria, City goals, preliminary issues, objectives, project budget and the project schedule will be discussed and approved.

1.2 Organize and attend 4 progress meetings with City staff for design review and coordination purposes for the initial concept plan and project status at 65%, 95% and 100% completion stages.

1.3 Prepare meeting agendas, minutes and actions items for the 4 progress meeting with City staff as outlined above.

1.4 Prepare and update project schedule as required for City approval.

1.5 Perform design phase project coordination services, as required to expedite and resolve any issues that may impede progress of the proposed design (Hourly Estimate).

1.6 Perform key issue coordination and communication with design team, City of Pico Rivera, and address key issues in a timely manner (Hourly Estimate).

1.7 Provide public meeting support for two (2) public meetings, including presentations, concept plans and drawings and answer questions, as required (Hourly Estimate).

Deliverables: Schedules, Meeting Agendas & Minutes, Public Outreach Materials, Concept Plans and Drawings.

Task 2. Agency and Utility Coordination

2.1 Coordinate with the affected utility companies within the project limits as well as adjacent Agencies, as necessary.

2.2 Prepare initial request for utility information and notify of the need to install planned facilities in the project area.

2.3 Coordinate with all affected public utility companies to implement upgrade of their facilities, as needed.

2.4 Review utility information to determine the impact of the project on the various utilities, including making contact with each affected utility company to determine profiles of high hazard/high pressure facilities that may interfere with proposed construction.

2.5 Review utilities that may be affected by or affect the direction of the project.

2.6 Lead efforts to identify ownership of unknown utility lines.

2.7 Submit 65% and 95% progress plans to the utility companies for review and comment, including notification of the date of planned construction start.

2.8 Maintain a utility contact matrix documenting contacts, issues, etc. with the utility companies.

Deliverables: Meeting Agendas and Minutes, Utility Notification Letters, and Utility Notification Log. Utility Notification Log and copies of all correspondence will be provided to the City with Final Plan submittal.

Task 3. Preliminary Engineering

3.01 Design Survey

3.01.1 Research and review all available documents, plans, maps and required data, provided by the City of Pico Rivera, and obtain and review all necessary documents and maps (as required) from the County of Los Angeles.

3.01.2 Perform field survey to set six (6) aerial targets for horizontal and vertical control. Prepare one digital aerial topographic map of the project limits, at 1"=20' scale, with 1' contour interval **by Digital Mapping Inc. (subconsultants)**.

3.01.3 **OPTIONAL SERVICE:** (Recommended to be part of the construction contract) -Perform field survey to locate all existing centerline ties for to be damaged and/or removed during construction. Prepare corner records and file corner records with County of Los Angeles Surveyor's Office prior to start of construction. Perform field survey to reset centerline ties after construction is complete, and prepare and process corner records with County of Los Angeles Surveyor's Office, for locations of new ties. **Assumes all filing fees will be paid by the City of Pico Rivera, and are not included herewith.**

3.01.4 Perform field survey of Whittier Boulevard from Paramount Boulevard to Van Norman Road (approx. 2,700 l.f.) to provide full width cross sections at 50 foot intervals including elevations of top of curb, gutter flowline, lip of gutter, back of sidewalk, finished surface at centerline and lane lines, etc., and all angle points and grade breaks as required for design purposes. Locate and identify horizontal and vertical control used (Los Angeles County or City benchmark).

3.01.5 Perform field topographic survey to obtain site specific topographic features and conditions within the public R/W, including spot elevations at all existing and proposed curb ramp and driveway locations as required for design purposes in conformance with ADA requirements. Locate and identify horizontal and vertical control used (Los Angeles County or City benchmark).

3.01.6 Prepare Base Plans using computer aided drafting and the field survey and digital aerial topographic data (AutoCAD 2013). Plot existing utilities, right-of-ways, property lines, addresses, and site specific topographic features required for design at (H) 1"=20', plan and profile sheets on City of Pico Rivera Standard Title Block Sheets.

Deliverables: Digital Copy of Aerial/Field Survey, and Field Survey Data in ASCII format

3.02 Records Research and Field Reviews

3.02.1 Research and review base data documents including as-built improvement plans, utility information, existing pavement section information and other available record data.

Records Research and Field Reviews (by NUVIS- subconsultants)

This task centers on information gathering, data review and program definition. A portion of this task is to perform appropriate functions such as project research through a literature search and personal interviewing with regard to applicable regulations, attitudes and general planning/development concerns. These accumulated materials along with verbal resource communication from various sources enrich the design process. NUVIS shall conduct a pre-design tour with sketchbook and digital camera to familiarize ourselves with existing conditions and potential effect on the design solution. This reconnaissance process may include:

visually identifying: adjacent land uses, landform/topography, soil characteristics, existing drainage patterns, existing infrastructure, pertinent visual characteristics, environmental conditions, site influences, and view potential/orientation and visual impact (internal and external views); and

evaluating: climate conditions, impact of pedestrian, bicycle, and vehicular circulation patterns, physical opportunities and constraints, maintenance needs, and interrelationship with current streets/corridors, businesses, and residential areas.

NUVIS will provide input as deemed applicable in identifying any special conditions which may create conflicts or change orders during construction in regards to landscape and irrigation design elements.

3.02.2 **OPTIONAL SERVICE:** Prepare a Field Condition Assessment Memo including:

a. Perform preliminary field reconnaissance and photo-document existing conditions.

b. Identify special conditions that might create conflicts or change orders during construction. Identify how issues will be resolved.

c. Evaluate and inventory roadway for ADA compliance. Document existing ramps and make recommendation for improvements. Additionally, identify location not currently complying with ADA and make recommendations.

3.02.3 Conduct one (1) Design Review Field meeting with City Staff at 85% design completion to evaluate design recommendations and existing conditions in order to ensure the accuracy of the plans.

Deliverables: One (1) Design Review Field Meeting

3.03. Pavement (Geotechnical) Engineering (by LaBelle-Marvin Inc. -subconsultants)

LaBelle-Marvin, Inc. will perform a Structural Investigation of the roadway within the defined limits. The purpose of the investigation is to provide the City with cost effective alternatives for street resurfacing and/or reconstruction as conditions dictate.

The investigation will utilize a combination of in place deflection testing to define the current roadway strength combined with pavement core sampling to explore and define present street conditions, layer thicknesses and where detectable, prior resurfacing history. Pavement core data will be combined with laboratory soil strengths and projections of future traffic use to develop appropriate replacement sections. The existing sections will be compared to the required replacement sections, providing a basis for development of current structural needs and reinforcement requirements.

Whittier Boulevard (Van Norman Road to Paramount Boulevard)
Deflection Testing - 100' Interval
Coring and Boring - Eight (8) Locations

Field Services:

Pavement Deflection (Strength) Testing Along Existing Pavements

1. Non-destructive pavement deflection data shall be gathered from the right wheel path of each through traveled lane at maximum 100 foot intervals to define present roadway strength. Deflection testing will also be performed on select PCC joints to determine if slab movement would preclude use of an asphalt concrete overlay.
2. Pavement strengths will be measured utilizing the JILS Falling Weight Deflectometer, imposing a series of 9,000 pound loads per California Test Method 356.
   a. Data obtained will be obtained at ten (10) sensor locations spaced 6" to 12" on center at each test point defining the pavement deflection basin under loading.
   b. Visual pavement conditions and/or distress, cross streets, presence or absence of curb and gutter, and other such observations shall be documented.
   c. Correlating data will include pavement surface temperature and GPS spatial location at each test point.
   d. Field data collected shall be returned to our office for computer modeling and analysis.

Pavement Core Sampling within Existing Roadway:

1. LaBelle Marvin will obtain an Encroachment Permit from the City (as required) adhering to their requirements for Traffic Control, hours of operations, method of patching, etc.
2. Representative core sample locations will be selected marked on the pavement surface and Underground Service Alert notified to avoid conflict with buried utilities.
3. Core sample locations will be relocated which may interfere with buried lines or pipes.
4. Coring and subsurface sampling will be performed at eight (8) pre-selected locations to determine the thickness of the existing structural section including but not limited to asphalt concrete layer(s), Portland cement concrete layer(s) if any, and aggregate base layer, if any.
5. Borings will be extended extend to a maximum four (4') foot depth from the surface to obtain bulk samples of the underlying subgrade soils.
6. Bulk subgrade soil samples will be placed in plastic bags, sealed, and transported to our laboratory for further analysis.
7. LaBelle Marvin, Inc., shall provide traffic control adequate to protect the traveling public and work force, consistent with the Encroachment Permit requirements.
8. All sample locations will be backfilled and patched in accordance with Encroachment Permit requirements prior to leaving the site.

Laboratory Testing:

1. Bulk subgrade soil samples will be visually classified and the in-situ moisture content determined upon receipt in the laboratory.
2. Representative subgrade sample(s) will be selected and tested for R-Value strength and aid in defining the most probable long term moisture conditions following construction.

Engineering Services:

1. Perform site reconnaissance,
   a. compare field conditions with measured pavement strengths determined during deflection testing.
   b. compare field conditions with thickness data obtained during core sampling.
   c. compare field conditions with component analysis based on laboratory subgrade strength testing.
2. Data developed during R-value testing will be utilized to project probable field support conditions during construction and highlight where appropriate special care may be required during roadway preparation.
3. Evaluation of the present pavement thicknesses utilizing component analysis with R-value strength data will be combined with future traffic estimates (Traffic Index provided by Client) for design and development of suitable, alterative replacement sections.
4. Field Strength (deflection) data shall be reviewed for establishing representative statistical sample limits (80th percentile deflection) and shall include:
   a. Tabulation of all deflection measurements at all sensors at each test location.
   b. Equivalent Traveling Deflectometer deflection value at the loading point.
   c. All field notes locating cross streets, pertinent landmarks, field conditions, etc.
   d. Pavement surface temperature measurements at each test location.
   e. Global Position System (GPS) spatial data corresponding to each test location.

Final Report:

The Final Report will include:

1. All data developed during the investigation.
2. Structural analysis with alternate rehabilitation recommendations.
3. Replacement/new structural section recommendations for areas of reconstruction.
4. All services will be supervised by Civil Engineer specializing in the evaluation and design of pavement systems and Registered in the State of California.

Deliverables: **Six copies of a Pavement Evaluation Memo, stamped and signed, and Six copies each of the Draft and Final Pavement Engineering Reports.**

3.04 OPTIONAL SERVICE: Traffic Analysis

Prepare and submit a Traffic Analysis Report detailing the methodology, findings and conclusions regarding the following:

3.04.01 AM, Noon and PM peak-hour manual turning movement counts at 9 driveways and 4 intersections within the project limits and collect 24-hour directional ADT count and vehicle classification data of Whittier Boulevard **(by TDS-subconsultants).**

3.04.02 Accident Analysis: Review City supplied accident data, identify accident patterns within project limits, propose mitigating median locations for Whittier Boulevard from West City limits to Orange Street.

3.04.03 Level of Service Analysis: Review and analyze the a.m. and p.m. peak hour turning

counts for 9 driveways and 5 intersections. Perform a Synchro Analysis for the intersections, including Sim-traffic analysis to see the flow through the intersections. For un-signalized intersections, only ICU will be provided. Review level of service calculations for 3 un-signalized and 2 signalized intersections(a.m. and p.m., with and with-out median), recommend left-turn pocket lengths, and identify new traffic patterns based on median recommendation.

3.04.04 Provide recommendations for median alignments, turn-pocket lengths, and recommend changes to striping and signing plans as required.

3.05 Not Used

3.06 Concept Plans

3.06.01 Draft Roadway Median Concept Plans

3.06.01.1 Reconnaissance - Review existing conditions, traffic circulation, land use, etc. Review and evaluate preliminary median layout concepts developed by the Team. Meet with City staff to discuss key issues and make recommendations. Prepare a memo that identifies key issues and makes recommendations.

3.06.01.2 Meet with both Cities to discuss issues and the DRML

3.06.01.3 OPTIONAL SERVCE: Conduct driveway and intersection counts as deemed necessary (see Item 3.04.01 above)

3.06.01.4 Prepare draft roadway median concept plans and engineering estimates. Obtain City input and incorporate changes as requested.

3.06.01.5 Prepare exhibits in color, as necessary for presentation to the City Council, advisory committees, commissions, etc.

Deliverables: **Three (3) copies of Draft Median Concept Plans, Engineering Estimates, and exhibits.**

3.06.02 Draft Landscape Median Concept Plan (by NUVIS - Subconsultants)

1. Draft Landscape Median Concept Plan

A strategy meeting will be held with City and design team to review input and establish direction. A draft conceptual plan will be prepared and accompanied by refined thumbnail sketches or illustrative elevations/cross sections supporting the recommendations. The plan would graphically illustrate the various land use elements and detail the landscape treatment including, but not limited to:

- physical opportunities and limitations;
- impact on pedestrian and vehicular circulation patterns;
- visual and physical security measures;
- compliance with AB 1881, California Title 24, ADA and Department of Interior's Design Guide for Accessible Outdoor Recreation, CPSC Guidelines, and the ATBCB Recreation Access Advisory Committee Recommendations for Accessibility Guidelines: Recreational Facilities and Outdoor Developed Areas;

- o integration of proposed elements to immediate surroundings;
- o thematic concepts for site amenities; and
- o long term ease of maintenance.
- o A concept lighting alternative will be suggested for the UPRR Bridge.

The design shall incorporate drought resistant landscape material and a plant palette will be developed including drought-resistant plant material to comply with he City's Water Efficient Landscape Ordinance. Additionally, NUVIS will provide computer generated "before and after" simulations of the recommended improvements.

Deliverables: **Three (3) copies of Draft Landscape Median Concept Plans, Presentation Materials (Plant Palettes, photo simulation, colored plan views, etc.) and Architectural Engineering Estimates.**

3.06.03 Public Outreach (by NUVIS- subconsultants)

NUVIS shall run one community meeting and prepare a Power Point presentation for the purpose of communicating the teams design ideas. If a second meeting is requested NUVIS will use its hourly Design Team Government Coordination time as needed with the understanding that if additional coordination time is needed a Change Order will be requested.

Deliverables: **One (1) Presentation and Meeting minutes with list of interested stakeholders and comments.**

3.06.04 Final Concept Plans

1. Prepare Final design level median concept plans incorporating final City, stakeholder and public input, and prepare final conceptual engineering estimate for the proposed project.
2. Based upon City input, **NUVIS (subconsultant)** will refine the draft landscape plans for the median concept plan into a final concept plan.

Deliverables: **Three (3) Copies of Final Median Concept Plan & Engineering Estimate.**

3.07 Environmental Studies

It is our understanding that the City of Pico Rivera has determined that the proposed improvements as noted above can be completed under a Categorical Exemption (CE) and Categorical Exclusion (CE) under NEPA. If during our analysis, it is determined that an Initial Study(IS)/Environmental assessment (EA) and/or technical studies are required to satisfy CEQA and NEPA, they will be provided under separate authorization. Kabbara Engineering in accordance with Caltrans In accordance with the requirements and procedures of the Caltrans Local Assistance Procedures Manual (Chapter 6) requirements and procedures, will perform a Field Review and prepare a Preliminary Environmental Study (PES). Due to the minimal impacts of the project, it is not anticipated that additional technical studies will be required by Caltrans. If additional technical studies are required, separate authorization would be needed for the preparation of such studies. Assuming that, based on the PES, Caltrans agrees that the project should be processed as such, Kabbara Engineering would prepare and process a CE in accordance with Caltrans requirements and utilizing Caltrans forms. Includes preparation of a joint CEQA/NEPA Categorical Exemption/Categorical Exclusion (CE). Caltrans has been delegated to approve NEPA Categorical Exclusions by the FHWA

(SAFETEA-LU DEMO) through CALTRANS, Federal Project No. PLHDL06-5282 (032) and HPLUL-5282 (033). Once Caltrans has approved the Project, Kabbara Engineering will assist the City with preparing and filing the CEQA Notice of Exemption with the State Clearinghouse on behalf of the City.

Deliverables: **Caltrans Approval of Preliminary Environmental Study, NEPA & CEQA compliance.**

3.08 OPTIONAL SERVICE: National Pollution Discharge Elimination System (NPDES) Program Compliance (to be performed by Contractor)

Prepare one NPDES Compliance Memo to identify what elements of the program apply, what Technical Documents are required to be prepared and make recommendations for cost-effective construction and post construction BMP's as applicable. Prepare a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) or Water Quality Management Plan (WQMP), if required for the proposed project.

Task 4 Final Engineering

Preliminary Design

1. Prepare one set of preliminary street improvement plans using AutoCAD 2013, at 1"=20'(H) plan and profiles (of median curbs), as required for the overlay of Whittier Boulevard within the project limits. The plans shall show the limits of cold milling and overlays, pavement reconstruction limits, limits of PCC curb and gutter, sidewalk, cross gutter, driveway and ramp reconstruction, new median curb profiles, resetting of centerline monumentation and all required miscellaneous improvements. Includes construction notes, typical sections, and details as required. **Please note that profiles for the replacement of damaged curb and gutter, cross section plans, and enlarged details (10 scale) for the design of each new curb ramp and/or driveway (per ADA requirements), is <u>not</u> included herewith, but is available as an Optional Service if required by the City.**
2. Prepare preliminary traffic signing, striping and loop replacement plans as required for Whittier Boulevard within the project limits. Signing and pavement delineation plans will be prepared as necessary on double plan sheets at a scale of 1"=40'(H) scale. The pavement delineation will show replacing all traffic stripes, markings and legends which are obliterated or disturbed during the construction process. Traffic loop replacement, if required, will be shown on traffic striping plans.
3. Prepare preliminary street lighting and electrical plans by Empire 3 Consulting Engineers Inc.- subconsultants, for the proposed decorative lighting, and provisions for electrical services to proposed irrigation system as required. Electrical plans will be prepared as necessary on double plan sheets at a scale of 1"=40'(H) scale, with construction notes and details.

4. Prepare Landscape Planting & Irrigation plans at 1"=20' (by NUVIS-subconsultants) based on final input received per the final concept plans, including but not limited to, title sheet/vicinity map, reference standard drawings; irrigation plans which illustrate pipe sizes, heads, valves, clock locations, points of connection, and water schedule(s) in compliance with AB 1881; planting plans which illustrate size, location, and species; and appropriate notes and development details.
5. **Submit Three sets of Preliminary 65% Complete improvement plans to City for review and comments.**

Final Design

1. Revise preliminary improvement plans and plot final improvement plans, including Title sheets, detail sheets, and plan and median profile sheets.
2. Prepare Final traffic signing, striping plans.
3. Prepare Final electrical and lighting plans.
3. Prepare Final Landscape & Irrigation Plans.
4. **Submit Three sets of 95% Improvement plans to City for review and comment.**

Construction Document Phase

1. Revise and plot Final Improvement Plans, Specifications and Estimate.
2. Send copies of final plans to utility companies requesting them to coordinate any adjustments and/or relocations with the City of Pico Rivera.
3. **Submit Final Improvement Plans to City, on 24"x 36" Mylar and in digital format on compact disk using AutoCAD 2013, for final approval.**

Task 5 Cost Estimates

Prepare Preliminary and Final Opinions of Probable Cost for the Project, using Microsoft Excel. Includes final quantity calculations.

Deliverables: Three sets of 65% and 95% Cost Estimates. Final Estimates shall be submitted in hard copy and on compact disk using Excel 2000. Also includes one hard copy of the final quantity calculations.

Task 6 Specifications

Prepare Preliminary and Final Specifications for the Project in City of Pico Rivera format, including all City and Federal required attachments and bid proposal. Final Specifications shall be submitted in hard copy and on compact disk using Microsoft Word.

Deliverables: Six sets of 65% and 95% Specifications. Cost Estimates. Final Estimates shall be submitted in hard copy and on compact disk using Excel 2000. Also includes one hard copy of the final quantity calculations.

Task 7 Request for Authorization to Proceed with Construction (E76)

Perform Caltrans compliance coordination to ensure compliance of the PS&E with all requirements for federally funded projects including preparation and processing of required E-76 package for Caltrans approval.

Task 8 Project Advertisement Services (Hourly Task)

Perform Bidding Phase coordination such as written responses to bidder's questions, written clarification of plans and specifications, preparation of three (3) addenda, and pre-bid meeting attendance as requested by the City.

Task 9 Construction Support Services (Hourly Task)

Perform Construction Phase coordination and support services, such as written clarification of plans and specifications, review and written responses to contractor's submittals, preconstruction meeting attendance and other meeting attendance as requested by the City.

Task 10 Prepare Record Drawings (As-Builts)

Within 60 days of completion and acceptance of the project, prepare one complete set of revised mylar plans showing as-built conditions of the project per Contractor's redlines, provided by the City.

ENCLOSURE 2

Whittier Boulevard Rehabilitation Project

from Van Norman Road to Paramount Boulevard. CIP No. 21246

	Consultant	Fee
1	Kabbara Engineering	$199,976
2	RKA Consulting Group	$201,280
3	MIG	$255,480

Note: A total of 11 consultants were invited to submit a proposal.

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: September 24, 2013

Subject: PASSONS BOULEVARD UNDERPASS PROJECT (CIP NO. 20053) – AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

Recommendation:

Approve Amendment No. 4 to Professional Services Agreement No. 08-1063 with Harris and Associates, Inc. for additional construction management services in accordance with the scope of work and fee proposal dated September 9, 2013 for an additional amount not-to-exceed $83,971 and authorize the Mayor to execute the amendment in a form approved by the City Attorney.

Fiscal Impact: $83,971 Traffic Congestion Relief Program (TCRP) Funds

Discussion:

Harris and Associates, Inc. (Harris) was awarded a professional engineering services contract in November 2008, for an amount of $3,165,950, to manage construction of the Passons Boulevard Underpass Project. Subsequently, the 19-month contract was renegotiated to $2,133,163 and later extended by five (5) months for an additional amount of $786,215. On June 5, 2013, Amendment No. 3 was administratively approved for $29,000 to provide additional professional engineering services. The current contract amount is $2,948,378.

The Passons Boulevard Underpass Project was completed in December 28, 2012. Since then, the project has been in the close-out phase. This phase includes finalizing construction documents, federal paperwork, as-built plans, reconciling grant funds and documentation. One of the ongoing issues is that the contractor was assessed $190,900 in liquidated damages which are under dispute. Also under dispute are several change orders. Harris' services are necessary to finalize the disputes with the contractor and close out the record of survey.

The amendment before the City Council includes a scope of work to close the project out, on the tasks listed above. The scope of services includes construction management, construction inspection, survey, geotechnical services, schedule support, and preparation of as-built plans. Harris is also assisting the City in litigation involving the collection of liquidated damages from the contractor.

The cost of the additional construction management services is $83,971.

These additional services are budgeted for and will be funded with State grant funds earmarked for the Passons Boulevard Underpass Project. There is no impact to the General Fund.

Ronald Bates

RRB:AC:RG:JL:lg

Enc.

1) Amendment No. 4 to Professional Services Agreement No. 08-1063

AMENDMENT NO. 4
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH HARRIS AND ASSOCIATES, INC., AGREEMENT NO. 08-1063

THIS AMENDMENT NO. 4 TO AGREEMENT NO. 08-1063 FOR PROFESSIONAL SERVICES WITH HARRIS AND ASSOCIATES, INC. ("Amendment No. 4"), effective as of the date specified in paragraph 5 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and Harris and Associates, Inc. ("CONSULTANT").

RECITALS

A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain Agreement for Professional Services, Agreement No. 08-1063 ("Agreement") relating to professional services in the City of Pico Rivera.

B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 5.1 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT.

The Scope of Services to be performed by CONSULTANT, as set forth in the Agreement, shall be modified as follows:

> To provide additional construction management services as set forth in the Consultant's Proposal to City dated September 9, 2013, attached hereto as Exhibit "A".

2. TIME FOR COMPLETION OF MODIFIED WORK AND SERVICES.

Consultant shall undertake and complete the additional work and services , within upon issuance of Notice to Proceed. Notwithstanding any other provision of this Amendment No. 4, this modification in no way affects, nor should it be construed to affect, the timing of any aspect of the work included in the Agreement, particularly the deadlines contained therein.

3. MODIFICATION OF CONSULTANT'S COMPENSATION.

The compensation to be paid by CITY to CONSULTANT for the modified work and services identified in this Amendment No. 4 shall be as follows:

> Additional compensation shall be paid in accordance with the Consultant's Fee Proposal dated September 9, 2013 for an amount not to exceed $83,971.

4. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect.

5. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 4 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 4.

[*End of Amendment No. 4. Signatures to follow.*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed and attested by their respective officers hereunto duly authorized.

"CITY" CITY OF PICO RIVERA	"CONSULTANT" HARRIS AND ASSOCIATES, INC.
_____ Gustavo V. Camacho, Mayor	_____ Title: SVP
Dated: _____	Dated: 9/16/13
ATTEST:	APPROVED AS TO FORM
_____ Anna M. Jerome, Assistant City Clerk	_____ Arnold M. Alvarez-Glasman, City Attorney

Harris & Associates℠
Shaping the Future, One Project at a Time

EXHIBIT "A"

September 9, 2013

Art Cervantes
City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660

Re: Passons Blvd. Grade Separation
Passons Blvd Costs to Complete

Dear Mr. Cervantes,

This letter will confirm our discussions regarding our best estimate of the costs to complete the Passons Blvd. Grade Separation project. Harris & Associates was selected to manage the construction phase of this project on November 20, 2009, and negotiated a contract based on a 21 month construction schedule to start in August 2009 and complete construction in April 2011. As you know there have been other various issues that have delayed the project schedule and pushed the project past its intended completion date. Since that time Harris & Associates has worked together with the City to provide the best alternatives to keep the construction management costs to a minimum on the project.

Over the course of the project and now through the completion of the construction and final resolution of issues with the Contractor, Harris had previously indicated to the City that the original budget and Amendments approved, would not be enough budget to provide all closeout services and would be exhausted in May of this year. The City and Harris & Associates agreed with written documentation to continue working provided the City would reimburse Harris & Associates all costs outstanding once the closeout and all issues with the Contractor were resolved.

The additional services and costs were the result of the project not having substantial completion until December 28, 2012. Additional work followed to include, landscaping, irrigation, management of Phase 3 work for signal modifications, repair work by the Contractor for the newly constructed PCC pavement, potential claim resolution for the negotiation of final costs for outstanding change orders, BNSF flagging, Harris overtime, Contractor delays and requests for overhead and acceleration costs requiring additional schedule impact reviews. The City has also requested Harris & Associates to provide the Record of Survey and any additional legal descriptions for changes to the surrounding area through our sub consultant, Psomas.

At this time the City is in final negotiation with the Contractor and all work for the Passons Blvd. project will be complete. Through the end of August 31, 2013 Harris has expended costs in the amount of $65,813 over our approved budget. We have managed the project on an original budget and subsequent amendment but as mentioned above, have assisted the City as requested for additional services. Unfortunately, we are at the point of requiring a contract amendment to reimburse our outstanding services and also costs to close out completion of the project.

The City has requested Harris & Associates to propose a cost to finalize all documentation required and any additional survey work in order to complete the Record of Survey task. We have attached our best estimate for our costs to complete management of this project in the amount of $18,158 to complete this work. The total amount required in an amendment for services rendered and final closeout costs is $83,971.

We look forward to discussing this issue with you, or anyone you may request, at your earliest convenience. Thank you for your business, and the ability to serve the needs of the people of Pico Rivera.

Sincerely,

Steve Quezada, PE
Construction Manager
Harris & Associates

cc: J. Loera, City of Pico Rivera
B. Tobey, Harris & Associates

City of Pico Rivera - Passons Blvd. Grade Separation
Cost To Complete - September 2013

Harris & Associates

Construction Management Cost of Services Worksheet

Project Schedule	2012												2013											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Calendar days	31	29	31	30	31	30	31	30	30	31	30	31	31	28	31	30	31	30	31	31	30	31	30	31
Work days	21	21	22	21	22	21	21	23	19	23	20	20	21	20	21	22	22	21	21	23	19	23	20	20
Preconstruction																								
Construction Phase	14	15	16	17	18	19	20	21	22	23	24	25	26											
Closeout																								

Estimated Fees		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Position	***Rate***																									***Totals***	
																										0	$0
Resident Engineer	$180.33																					8				8	$1,443
																										0	$0
Office Engineer	$114.24																					24				24	$2,742
																										0	$0
Scheduler Support	$121.69																					8				8	$974
																										0	$0
																										0	$0
																										0	$0
																										0	$0
																										0	$0
Monthly Subtotal	Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	Labor	$5,158
		2012 Salary Adjust. (5% assumed) = $ -												2013 Salary Adjust. (5% assumed) = ##												Increase	$ -
ODC's	estimated																									ODC's	$1,000
Technical Support	allowance																									Tech.	
Outstanding Budget	allowance																									Overrun	
Survey/ Landscape	allowance																									Survey	$12,000
Materials Testing	allowance																									Testing	

Costs to Complete Remaining Work:	**$18,158**
Approved Budget:	**$2,948,678**
Amount Billed to Date through 8/31/13:	**$3,014,491**
Outstanding Amount Billed through 8/31/13:	**$65,813**
Total Budget Required for Completion:	**$83,971**

Notes and Assumptions:

Fees above are for the remaining duration of the Post construction contract and services rendered over the approved budget.

Services over approved budget previously approved by Art Cervantes

Holidays include New Year's Day, Memorial Day; Independence Day; Labor Day; Thanksgiving (2 days), Christmas, and a Floating Holiday
Costs for job-site construction management office is not included in this estimate.
Should the actual schedule require more or less construction management services than proposed adjustments to this estimate may be required.
Overtime, rain, holidays and potential time extensions or delays may result in additional construction management services.
This estimate is based on specific scope of work assumptions.
Other Direct Costs and Surveying are allowance numbers.
Prevailing Wage- Wages for inspection subject to Calif. Labor Code Section 1772.

CITY COUNCIL **AGENDA REPORT**

To: Mayor and City Council

From: City Manager

Meeting Date: September 24, 2013

Subject: EXTENDED LEAVE OF ABSENCE WITHOUT PAY FOR EXECUTIVE ASSISTANT

Recommendation:

Approve an extended leave of absence without pay.

Fiscal Impact: None.

Discussion:

On August 7, 2013, an Executive Assistant in Administration was placed on medical leave per the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). The leaves will expire on Thursday, October 3, 2013.

Unfortunately, the employee is unable to return to work on Friday, October 4, 2013 because of medical reasons. Therefore, in accordance with the City of Pico Rivera's Rules and Regulations, Article X, Section 5, staff is recommending that the City Council approve an extended leave of absence without pay until January 3, 2014. This employee expects to return to work on Monday, January 6, 2014.

mm

Ronald Bates

RB:MM:mu

Attachments

1) Employee Request for Leave Extension

RECEIVED
SEP 16 2013
By

September 14, 2013

Ronald Bates, City Manager
Pico Rivera City Hall
6615 Passons Boulevard
Pico Rivera, CA 90660

Re: Extended Leave of Absence without Pay

Dear Ron,

In accordance with the City of Pico Rivera's Rules and Regulations, Article X, Section 5, I am requesting an extended leave of absence without pay (additional 12 weeks) in order to continue treatment for my serious medical condition.

The additional 12 weeks brings my return to work date to January 6, 2014.

Thank you for your consideration.

Sincerely,

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: September 24, 2013

Subject: APPROVAL OF THE MEMORANDA OF UNDERSTANDING WITH THE GATEWAY WATER MANAGEMENT AUTHORITY FOR THE DEVELOPMENT OF WATERSHED MANAGEMENT PROGRAMS FOR THE LOWER LOS ANGELES RIVER AND LOWER SAN GABRIEL RIVER AND ADOPTION OF A RESOLUTION

Recommendation:

1) Approve the Memorandum of Understanding (MOU) with the Gateway Water Management Authority (GWMA) to develop a Watershed Management Program and Coordinated Integrated Monitoring Program for the Lower Los Angeles River Watershed Committee, and authorize the Mayor to execute the MOUs in a form approved by the City Attorney (Exhibit "B"); and

2) Approve the Memorandum of Understanding (MOU) with the Gateway Water Management Authority (GWMA) to develop a Watershed Management Program and Coordinated Integrated Monitoring Program for the Lower San Gabriel River Watershed Committee and authorize the Mayor to execute the MOUs in a form approved by the City Attorney (Exhibit "C"); and

3) Appropriate $113,600 from the General Fund Reserve for the Lower Los Angeles River Watershed Committee ($39,900) and Lower San Gabriel River Watershed Committee ($73,700); and

4) Adopt a Resolution requesting the MS4 Permit (Order No. R4-2012-0175, NPDES Permit No. CAS004001; Waste Discharge Requirements For Municipal Separate Storm Sewer System (MS4) Discharges Within The Coastal Watersheds Of Los Angeles County, Except Those Discharges Originating From The City Of Long Beach MS4 Permit) to be amended or funded by the Federal or State governments.

Fiscal Impact: General Fund Reserves in the amount of $113,600 are necessary to fund the subject storm water quality programs. It is estimated that the City could pay an additional tens of millions of dollars more to fund local and regional storm water quality projects and programs that could be required by these studies. This fiscal impact is the result of an unfunded mandate issued by the State Water Resources Control Board via the new National Pollution Elimination System (NPDES), Municipal Separate Storm Sewer System.

Discussion:

The City of Pico Rivera is situated in both the Lower Los Angeles River Watershed and the San Gabriel River Watershed and, thus, the storm drain system that services the City drains to both watersheds. The operation of this system is regulated through a Municipal Separate Storm Sewer System (MS4) Permit that is issued by the California Regional Water Quality Control Board (RWQCB). This MS4 Permit is renewed approximately every 5 years by the RWQCB with each subsequent permit becoming more stringent and costly to implement.

The most current MS4 Permit (Order No. R-2012-0175) was adopted by the Los Angeles Regional Water Quality Control Board (LARWQCB) on November 8, 2012, and became enforceable December 28, 2012. This new MS4 Permit requires Pico Rivera along with other Permittees countywide to develop watershed management program (WMP) studies for each tributary watershed. In summary, WMPs provide a comprehensive analysis of pollutant sources within the watershed area, strategies for reducing or treating pollutants from those sources, and computer modeling to substantiate the strategies.

The requirements for the WMPs and monitoring plans can be satisfied by each Permittee independently or in collaboration with other Permittees. Staff recommends the latter as it is the most cost-effective approach. Since Pico Rivera drains to two watersheds, the Los Angeles River and San Gabriel River (Exhibit "A"), staff recommends membership in the Los Angeles River Watershed (LARW) and Lower San Gabriel River Watershed (SGRW). The LARW watershed permittees include Downey, Lakewood, Long Beach, Lynwood, Signal Hill, South Gate, LA County Flood Control and Caltrans. The SGRW watershed permittees include Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Santa Fe Springs, Whittier and LA County Flood Control. Caltrans has provided a verbal commitment and plans to join the SGRW watershed. As a note, on June 26, 2013, staff submitted the Notice of Intent to the LARWQCB to comply with the new permit via the LARW and SGRW.

The Memoranda of Understanding (MOUs) that are before you are being coordinated by the Gateway Water Management Authority (GWMA) of which the City is a member. The MOU's cover the preparation of the Watershed Management Plan (WMP) and a Coordinated Integrated Monitoring Program (CIMP).

Key Elements of the MOUs include:

- Development of a WMP and a CIMP prior to the deadline of June 30, 2014, with an option to convert to an Enhanced WMP if additional time is needed;
- Requires naming a technical representative and an alternate for each watershed;
- Establishes the GWMA as the entity to contract with consultants chosen by the watershed group and process payments for consultants;
- Outlines a process for annual budget adoption;
- Outlines a process for invoicing and payments by the members of the watershed group;

- The MOUs for the LARW and SGRW will be automatically renewed annually through January 11, 2028 and September 30, 2026, respectively, to monitor, implement, coordinate and report to the LA Regional Water Quality Control Board; and
- Provides a process for terminating the MOU by either party.

Under the MOUs, the preparation of Watershed Management Program studies for both the Lower Los Angeles River and the San Gabriel River watersheds are multi-city funded efforts. Participating cities in each watershed are assessed costs based on cost sharing formulas, as detailed in the attached MOUs among all the participating cities. It is estimated that the total region's first year expenditures to comply with the MS4 permit for both watersheds will be $1,427,122. It is estimated that LARW will expend $677,122 for the first year and $100,000 annually thereafter, and that the SGRW will expend $750,000 for the first year and $250,000 annually thereafter. Pico Rivera's proportional share costs for the first year are estimated at $39,859 and $73,659 for LARW and SGRW, respectively, and $6,541 and $17,614 annually thereafter, respectively. This does not include implementation or monitoring costs.

The MS4 Permit requires WMPs for each tributary watershed. The Lower Los Angeles River WMP study and the San Gabriel River WMP study both must be completed and submitted to the RWQCB prior to June 28, 2014.

Finally, the new permit will regulate the municipal storm water discharges of 33 total maximum daily loads (TMDLs) of pollutants across the Los Angeles County. According to a study prepared by USC in 2002 ("Economic Impact Evaluation of Proposed Storm Water Treatment for Los Angeles County"), the estimated economic impact countywide to comply with the TMDLs may range from $93 billion to more than $127 billion. The economic impact to Pico Rivera may range from $139 million to $14 billion. Indeed, such stringent requirements are unattainable and costly, unfunded mandates. Efforts are underway to pursue the State and Federal government for grant funding, as well for a reduction in the requirements.

Pico Rivera is complying with the new MS4 requirements even though it is one of thirty-seven cities that filed an administrative petition requesting abeyances and/or stays to resolve numerous irregularities in the permit. For example, there is little scientific evidence that complying with numerical standards will actually cleanup the storm water. However, what is clear is that very few, if any, cities have the funding to fully comply with the permit. Therefore, at some future date courts may be deciding whether a city provides basic services to its residents such as public safety or complies with the permit.

Ronald Bates

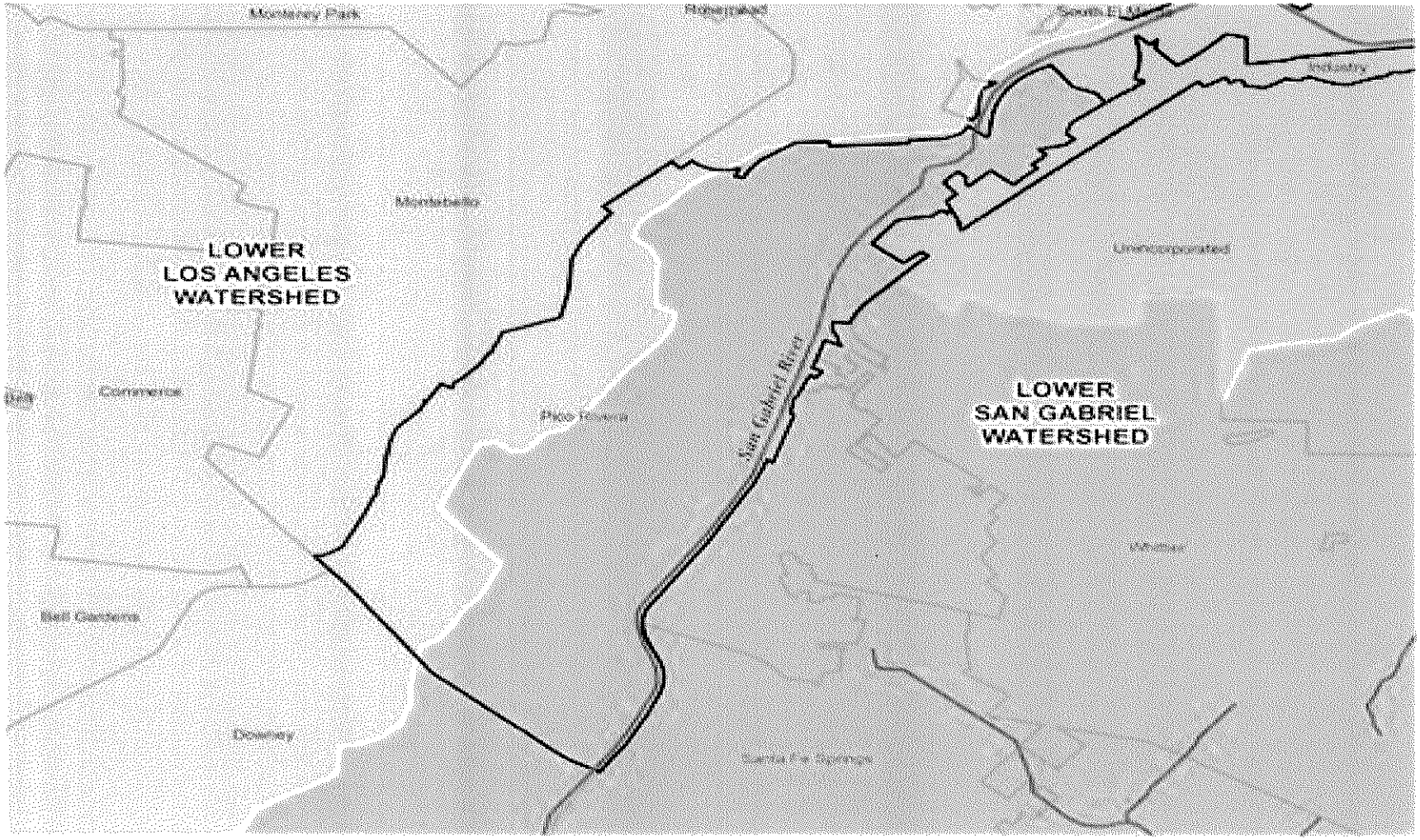
RRB:AC:RG:GD:lg

Enc.

1) Exhibit "A" – Watershed Map
2) Exhibit "B" – MOU for the Lower Los Angeles River
3) Exhibit "C" – MOU for the Lower San Gabriel River
4) Exhibit "D" – Resolution

Watershed Map

Enclosure 1
Exhibit A



Lower Los Angeles Watershed

Lower San Gabriel Watershed

ENCLOSURE 2
EXHIBIT "B"

MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF DOWNEY, LAKEWOOD, LONG BEACH, LYNWOOD, PARAMOUNT, PICO RIVERA, SIGNAL HILL, SOUTH GATE AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

FOR ADMINISTRATION AND COST SHARING TO PREPARE A WATERSHED MANAGEMENT PROGRAM "WMP" and COORDINATED INTEGRATED MONITORING PROGRAM "CIMP" AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION (REGIONAL WATER BOARD), NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175 ("MS4 PERMIT")

This memorandum of understanding ("MOU") is made and entered into as of August 1, 2013 by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, and the Los Angeles County Flood Control District ("District"), (hereafter jointly referred to as the "Watershed Permittees"):

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, the Watershed Permittees manage, drain and convey stormwater wholly or partially into Reach 1, Reach 2, and the estuary of the Los Angeles River, the Rio Hondo and Compton Creek hereafter referred to as the Lower Los Angeles River Watershed ("Lower LAR") as shown on Exhibit A; and

WHEREAS, several of the Watershed Permittees are in multiple watersheds and this MOU shall only pertain to those areas that are within the jurisdiction of the Watershed Permittees and also tributary to Reach 1 and 2 of the Los Angeles River, Compton Creek, the Rio Hondo and the estuary of the Los Angeles River; and

WHEREAS, in 2009, the Watershed Permittees, excepting the District, created Technical Committees ("TMDL Committees") consisting of voluntary representatives from the Watershed Permittees, except the District, for the preparation of Implementation Plans for the Los Angeles River Metals TMDL ("Metals TMDL"); and

WHEREAS, the final deadline for achieving compliance with the Metals TMDL is January 11, 2028; and,

WHEREAS, in 2009, the Watershed Permittees, excepting the District, entered into MOUs with the Gateway Cities Council of Governments and the San Gabriel Valley Council of Governments to act as the fiduciary agents for the development of the Metals TMDL Implementation Plans for Reach 1 including Compton Creek and Reach 2 including Rio Hondo respectively; and

WHEREAS, the MS4 Permit was adopted by the Regional Water Board on November 8, 2012 and became effective on December 28, 2012 and allows permittees to prepare a Watershed Management Program ("WMP") or an Enhanced Watershed Management Program ("EWMP") and a Coordinated Integrated Monitoring Program ("CIMP"), collectively "the Plans," to address certain elements of the MS4 Permit; and

WHEREAS, the Watershed Permittees and the GWMA wish to maintain continuity of the Metals TMDL Committees in coordinating the preparation of the plans to the Regional Water Board; and

WHEREAS, the California Department of Transportation ("Caltrans") and Long Beach are regulated under separate MS4 permits; and

WHEREAS, if Caltrans enters into the MOU, the payment formula in Table 1 will be modified as agreed to by the Parties and Caltrans will be a Watershed Permittee for purposes of this MOU; and

WHEREAS, on May 20, 2013 the Watershed Permittees excepting the District, voted to change the name of the TMDL Committees to the Lower Los Angeles River Watershed Committee ("Lower LAR Watershed Committee") to reflect the expanded duties; and

WHEREAS, the TMDL Committees and representatives of Pico Rivera, Downey, Paramount and the District decided at a meeting held on April 22, 2013 to prepare a Watershed Management Program ("WMP") with the option of converting the WMP to an Enhanced Watershed Management Program upon approval by the Lower LAR Watershed Committee prior to December 28, 2013; and

WHEREAS, the Watershed Permittees and the GWMA are collectively referred to as the "Parties"; and

WHEREAS, preparation of the Plans requires administrative coordination for the Watershed Permittees that the GWMA can provide; and

WHEREAS, there are remaining funds on deposit with the Gateway Cities Council of Governments for use in implementation measures for the Metals TMDL and the Lower LAR Watershed Committee approved spending the remaining funds for the development of the Plans; and

WHEREAS, the Lower LAR Watershed Committee has approved a Scope of Work ("Exhibit C"); and

WHEREAS, the Watershed Permittees have determined to pay their respective share of the costs of preparing the Plans and other related costs ("Respective Costs") to be incurred by the GWMA in accordance with the Cost Sharing Allocation Formula reflected in Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans, necessary environmental documentation and any additional services agreed to by the Watershed Permittees working through the Lower LAR Watershed Committee and as approved by the GWMA.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU.

Section 4. Voluntary Nature. The Parties voluntarily enter into this MOU.

Section 5. Binding Effect. This MOU shall become binding on GWMA and the Watershed Permittees that execute this MOU.

Section 6. Term. The term of this MOU shall be from August 1, 2013 to June 30, 2014, and, unless terminated by the Parties, shall automatically renew annually through January 11, 2028 for monitoring, implementation coordination and compliance reporting as deemed necessary by the Lower LAR Watershed Committee. The term of the MOU for the District shall expire upon approval or acceptance of the Plans by the Regional Water Board unless the Parties agree to an amendment to this MOU providing for continuing participation by the District.

Section 7. Lower LAR Watershed Committee Representative.

a) Each Watershed Permittee shall appoint a representative ("Representative") to the Lower LAR Watershed Committee. Each member shall have one vote on the Lower LAR Watershed Committee.

b) The Lower LAR Watershed Committee shall appoint a Representative ("Representative") and may appoint an Alternate Representative ("Alternate Representative"), each of whom shall have the authority to speak on behalf of the Lower LAR Watershed Committee to the GWMA on decisions to be made by the Lower LAR Watershed Committee. The Lower LAR Watershed Committee shall inform the GWMA of the names of the Representative and Alternate Representative in writing. The GMWA may rely on written directions from either the Representative or the Alternate Representative. In the event of conflicting directions from the Representative and the Alternative Representative, the GWMA shall rely on the Representative's direction.

Section 8. Role of the GWMA. The GWMA will contract with and serve as a conduit for paying the Consultants as approved by the Watershed Permittees. The consultant or consultants ("Consultant") shall prepare the Plans and any other plans and/or projects that the Lower LAR Watershed Committee have determined are necessary and the costs of which the Watershed Permittees have agreed to pay. The Representative and the Alternative Representative shall be the means of communication between the Lower LAR Watershed Committee and the GWMA on the approval of the Consultant and any other work the Lower LAR Watershed Committee requests and which will be paid by the Watershed Permittees.

Section 9. Financial Terms.

a) Each Watershed Permittee shall pay its Respective Costs as provided in Exhibit B for Consultant and any other related costs to which the Representative or the Alternate Representative informs the GWMA informs the GWMA in writing that the Lower LAR Watershed Committee has approved. The District's total costs shall not exceed $74,483.00 without the District's written agreement. In the event the Lower LAR Watershed Committee approves an increase in the budget pursuant to Section 9-d, the GWMA shall terminate this MOU with the District if the District does not inform the GWMA in writing within thirty (30) days that it will pay its increased Respective Costs, unless the Group informs the GWMA within that time that the other Watershed Permittees agrees to absorb the District's additional Respective Costs.

b) Each Permittee shall also pay a share of GWMA's staff time for retaining a Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including legal fees, ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. GWMA shall add a percentage not to exceed three percent (3%) to each invoice submitted to each Permittee to cover each Permittee's

share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year through a majority vote by the GWMA Policy Board.

c) GWMA shall submit an invoice to each Permittee reflecting each Permittee's estimated Respective Costs and MOU costs through the following June 30th or December 31st, whichever date is earlier. Prior to releasing payment to the Consultant the GWMA shall submit a copy of the Consultant's invoice to the Lower LAR Watershed Committee for approval. The GWMA shall not make any payment to a Consultant without the approval of the Lower LAR Watershed Committee as expressed in writing by the Representative or Alternate Representative.

d) GWMA shall not be required to incur obligations for its 2013-14 fiscal year in excess of the budget reflected in Table 1 or subsequent years in excess of any budget approved by the GWMA and the Lower LAR Watershed Committee unless the Lower LAR Watershed Committee authorizes the GWMA to expend the additional funds. GWMA may suspend the work of the Consultants if the Lower LAR Watershed Committee does not provide authorization to incure these additional obligations.

e) Upon receiving the first and each subsequent invoice, each Permittee shall pay their Respective Costs and MOU costs to the GWMA within forty-five days (45) days of receipt.

f) The budget for the 2013-14 fiscal year shall be as provided in Table 1 of Exhibit B. Each successive year, commencing May 15, 2014, the Lower LAR Watershed Committee shall recommend to GWMA a budget for the following fiscal year. Within 30 days of submission of the budget the GWMA shall consider the recommendation and adopt a budget inclusive of the Lower LAR Watershed Committee recommendation by June 30th. GWMA will send each Watershed Permittee an invoice during the first month of each fiscal year representing the Watershed Permittee's Respective Costs of the adopted budget as provided in Table 2. GWMA shall not expend funds nor incur obligations in excess of the budgeted amount without prior notification to and approval by the Group. Each successive year commencing with the 2014-15 fiscal year, any budget in excess of $250,000 as adjusted by the local April to March annual CPI, will require an amendment to this MOU.

g) A Permittee will be delinquent if the invoiced payment is not received by the GWMA within forty-five (45) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the Lower LAR Watershed Committee directs to

effectuate payment: 1) verbally contact the representative of the Permittee and at phone number listed in Section 14 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 14 of the MOU. If payment is not received within sixty (60) days of the due date, the GWMA may terminate the MOU unless the City Managers/Administrators for those Watershed Permittees in good standing inform the GWMA in writing that they agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Table 2 or such other formula to which the Watershed Permittees shall direct to account for the delinquent Watershed Permittees costs. However, no such termination may be ordered unless the GWMA first provides the Watershed Permittees with ninety (90) days written notice of its intent to terminate the MOU. If the GWMA receives such confirmation from the City Managers/Administrators, the delinquent Permittee's participation in this MOU will be terminated and the Cost Share Formula in Exhibit B will be adjusted. A terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

h) GWMA may suspend or modify the scope of the work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) of receipt unless the City Managers/Administrators/Representatives of those Watershed Permittees in good standing inform the GWMA that they will pay the delinquent Permittee's costs once the MOU with the delinquent Permittee has been terminated.

i) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund, during the time that the payment is delinquent.

j) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this Agreement, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in good standing and in accordance with the Cost Share Formula in Exhibit B.

k) The Watershed Permittees with the exception of the District and Caltrans previously funded Los Angeles River Metals TMDL Implementation Plans through separate MOUs. The MOU with the GCCOG has funds remaining and are to be used to fund the development of Plans prior to the use of any funds from this MOU. These funds shall not be used to defray costs under this MOU on behalf of the District or Caltrans.

l) Other agencies may enter into this MOU upon written approval of the Parties. Any future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of July 1, 2010, unless otherwise agreed to by the Parties.

Section 10. Independent Contractor.

a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOU. The GWMA's officers, officials, employees and agents shall at all times during the Term of this MOU be under the exclusive control of the GWMA. The Watershed Permittees cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Watershed Permittees.

b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 11. Indemnification and Insurance.

a) The GWMA shall include in the agreements with the Consultants an indemnification clause requiring the Consultants to defend, indemnify and hold harmless each of the Watershed Permittees and the GWMA, their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultants, their officers, employees, and other representatives and agents, arising out of or related to Consultants' performance under its agreement with the GWMA.

b) Each Watershed Permittee shall defend, indemnify and hold harmless each other Party as well as each Party's officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Permittee) for negligent or intentional acts, errors and omissions committed by that Watershed Permittee, its officers, employees, and agents, arising out of or related to that Party's performance under this MOU, except for such loss as may be caused

by GWMA's or any other Party's gross negligence or intentional acts or those of any of its officers, employees, or other representatives and agents other than the Consultants.

c) The GWMA shall defend, indemnify and hold harmless the Watershed Permittees, their officers, employees, and other representatives and agents of the Watershed Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Watershed Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.

d) Consultant's Insurance. The GWMA shall require the Consultants to obtain and maintain through the term of their contracts with the GWMA the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:

   i. Comprehensive Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) per incident or accident for bodily injury, death and property damage;

   ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this MOU with minimum combined single limits coverage of One Million Dollars ($1,000,000);

   iii. Professional Liability (Errors and Omissions) Insurance, which in aggregate with the Comprehensive General Liability Insurance, provides a minimum limit of Two Million Dollars ($2,000,000) per incident; and

   iv. Workers' Compensation insurance as required by the State of California.

e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Watershed Permittees for the negligent or intentional acts or omissions of GWMA's Consultants. The Watershed Permittees' sole recourse for any negligent or intentional act or omission of the GWMA's Consultant shall be against the Consultant and its insurance.

Section 12. Termination.

a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Respective Costs and MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Respective Cost allocation shall be adjusted in accordance with the Cost Share Formula in Exhibit B. A withdrawing Watershed Permittee shall remain liable for any loss, debt, or liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, or liability, its Respective Costs and its MOU Costs incurred through the effective date of withdrawal, the GWMA has any unspent funds remaining from the withdrawing Watershed Permittee's deposits, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee.

b) The GWMA may, with a two-thirds(2/3) vote of the GWMA's full Policy Board, terminate this MOU upon not less than thirty (30) days notice, effective on May 1 or December 1 of each year. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Watershed Permittees in accordance with the Cost Allocation Formula set forth in Exhibit B.

Section 13. Miscellaneous.

a) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast
GWMA Executive Officer
c/o Gateway Cities Council of

Governments
16401 Paramount Boulevard
Paramount, CA 90723

To the Watershed Permittees:

Mr. John Oskoui
Assistant City Manager/Director of Public Works
City of Downey
11111 Brookshire Avenue
Downey, CA 90241

Ms. Lisa A. Rapp
Director of Public works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Mr. Anthony Arevalo
Storm Water/Environmental Compliance
Storm Water Management, a Division
City of Long Beach
333 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

Mr. Roger L. Haley
City Manager
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

Mr. Christopher S. Cash
Public Works Director
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Mr. Arturo Cervantes, PE
Director of Public Works/City Engineer
City of Pico Rivera
6615 Passon Boulevard
Pico Rivera, CA 90660

Mr. Steve Myrter
Public Works Director
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90775

Mr. Mohammad Mostahkami
Director of Public Works/City Engineer
City of South Gate
8650 California Avenue
South Gate, CA 99280

Mr. Gary Hildebrand
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

b) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Watershed Permittees. Any Permittee may upon five (5) days written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Watershed Permittees annual financial statements and audits, after review and approval by the Lower LAR Watershed Committee.

c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.

d) Waiver. Waiver by either the GWMA or a Permittee of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or a Permittee, to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.

e) Law to Govern: Venue. This MOU shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

f) No Presumption in Drafting. The Parties to this MOU agree that the general rule than an MOU is to be interpreted against the Parties drafting it, or causing it to be prepared, shall not apply.

g) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).

h) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

i) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.

j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

k) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE:_____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

_____

Christopher S. Cash
GWMA Chair

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DOWNEY
Mr. Gilbert Livas
City Manager
11111 Brookshire Avenue
Downey, CA 90241

_____
Gilbert Livas, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LAKEWOOD
Mr. Howard L. Chambers
City Manager
5050 Clark Avenue
Lakewood, CA 90712

_____
Howard L. Chambers, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LONG BEACH
Mr. Patrick H. West
City Manager
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802

_____
Patrick H. West, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LYNWOOD
Mr. Roger L. Haley
City Manager
11330 Bullis Road
Lynwood, CA 90262

_____
Roger L. Haley, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PARAMOUNT
Ms. Linda Benedetti-Leal
City Manager
16400 Colorado Avenue
Paramount, CA 90723

_____
Linda Benedetti-Leal, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PICO RIVERA
Mr. Ronald Bates, Ph. D.
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660

_____
Ronald Bates, Ph. D., City Manager

ATTEST:

_____
Anna M. Jerome
Assistant City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glassman
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SIGNAL HILL
Mr. Ken Farfsing
City Manager
2175 Cherry Avenue
Signal Hill, CA 90775

_____
Ken Farfsing, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SOUTH GATE
Mr. Michael Flad
City Manager
8650 California Avenue
South Gate, CA 90280

_____
Michael Flad, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
County of Los Angeles Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

By_____
Chief Engineer

ATTEST:

_____

_____
TITLE

APPROVED AS TO FORM:

_____
John F. Krattli
County Counsel

EXHIBIT A

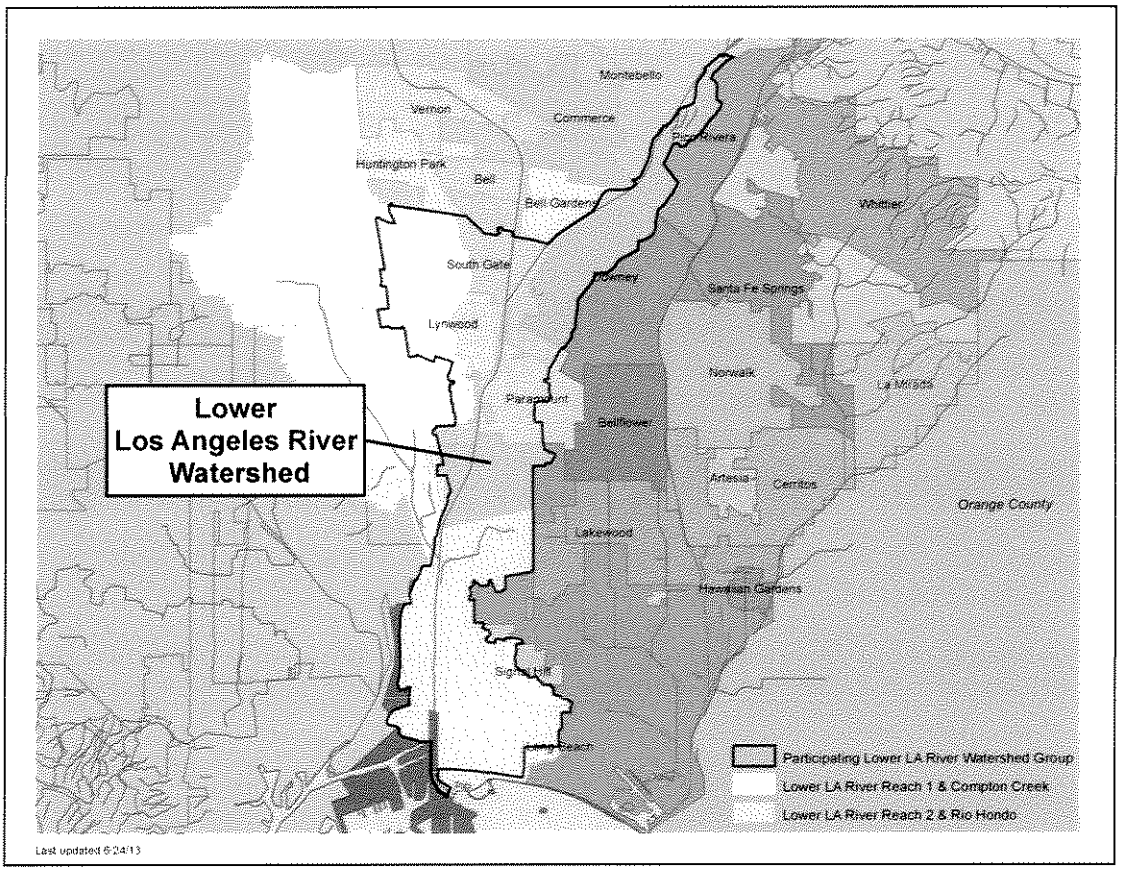


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EXHIBIT B
Cost Sharing

The Watershed Permittees agree to pay for the cost of preparation and implementation of the WMP (or EWMP if subsequently designated by the parties) and the CIMP. The District will pay 10 percent (10%) of the cost of developing the WMP (or EWMP) and CIMP. Each remaining Watershed Permittee will pay according to Table 1. All Watershed Permittees shall pay the 3 percent (3%) GWMA administrative costs.

TABLE 1
Cost Sharing Table through submittal of WMP on or before June 28, 2014

WMP/CIMP			**$657,400**	**TOTAL**	**$677,122**
GWMA Administration (3%)			**$19,722**		
LACFCD Allocation (10%)					**$67,712**
Distributed Cost					**$609,410**
Agency	**Area (sq mi)**	**% of Total Area**	**20 percent of Distributed Cost proportioned equally**	**80 percent of Distributed Cost proportioned based on area**	**TOTAL Per Agency**
Downey	5.54	12.7%	$13,542	$61,777	**$75,320**
Lakewood	0.08	0.2%	$13,542	$892	**$14,435**
Long Beach	19.22	44.0%	$13,542	$214,325	**$227,867**
Lynwood	4.84	11.1%	$13,542	$53,972	**$67,514**
Paramount	3.12	7.1%	$13,542	$34,792	**$48,334**
Pico Rivera	2.36	5.4%	$13,542	$26,317	**$39,859**
Signal Hill	1.21	2.8%	$13,542	$13,493	**$27,035**
South Gate	7.35	16.8%	$13,542	$81,961	**$95,503**
Caltrans[1]	TBD	TBD	$13,542	TBD	**$13,542**
TOTAL	**43.72**	**100%**	**$108,340**	**$487,528**	**$609,410**

NOTES:

- *[1] Caltrans cost sharing will be determined if Caltrans enters into the MOU. Each agency's total will be adjusted accordingly.*
- *Unincorporated areas of Los Angeles County are not participants in this MOU.*
- *Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.*
-

Table 2

Estimated Cost Sharing Formula per $100,000 beginning June 29, 2014 through January 11, 2028.

Agency	TOTAL COST TO BE DISTRIBUTED				$ 100,000
	Area (sq mi)	% of Total Area	20 percent of cost proportioned equally	80 percent of cost proportioned based on area	TOTAL
Downey	5.54	12.7%	$2,222	$10,137	$12,359
Lakewood	0.08	0.2%	$2,222	$146	$2,369
Long Beach	19.22	44.0%	$2,222	$35,169	$37,391
Lynwood	4.84	11.1%	$2,222	$8,856	$11,079
Paramount	3.12	7.1%	$2,222	$5,709	$7,931
Pico Rivera	2.36	5.4%	$2,222	$4,318	$6,541
Signal Hill	1.21	2.8%	$2,222	$2,214	$4,436
South Gate	7.35	16.8%	$2,222	$13,449	$15,671
Caltrans[1]	TBD	TBD	$2,222	TBD	$2,222
TOTAL	**43.72**	**100%**	**$17,778**	**$80,000**	**$100,000**

- [1] [1] *Caltrans cost sharing will be determined if Caltrans enters into the MOU. Each agency's total will be adjusted accordingly.*

Exhibit C
Scope of Work

a. BACKGROUND/HISTORICAL DATA/HYDROLOGICAL SETTING

This task will build upon the readily available data developed as part of the Reach 1 and 2 Metals TMDL Implementation Plans and include:

Deliverables:

- Source Assessment based on waterbody/pollutant combinations
- Review of applicable IRWMPs
- Baseline map
- Historical Water Quality Data
- Identification of water quality priorities
- Evaluation of existing water quality conditions
- Prioritization of the water quality issues
- Assemble available water quality reports
- Survey Permittee and Compile of existing control measures (Permittee surveys and annual reports)

b. MONITORING

Several agencies have recently and/or are currently collecting samples within the Lower LAR receiving waters including: Los Angeles County Flood Control at the mass emission stations, Los Angeles City under contract to the Gateway COG for Metals and Bacteria TMDL as well as the Special Studies through the CPR group. While this offers the opportunity to realize a considerable cost savings, monitoring will require a high degree of coordination amongst the various agencies. This task will include:

Deliverables:

- Summary of outfall/receiving water /special study requirements
- Summary of existing Monitoring Programs
- Review past GIP site monitoring
- Receiving Water Monitoring – for this Scope of Work, it is assumed County Flood Control will continue monitoring at Mass Emission Station.
- Prepare Coordinated Integrated Monitoring Program (CIMP), including:
  - Wet-weather outfall based monitoring program
  - Non-stormwater Outfall based monitoring and screening plan
- Inspection of outfalls
- An approach to integrating MS4, TMDL and Special Study monitoring
- Set up shared database for new development/redevelopment Effectiveness Tracking
- Regional Studies (participate in Southern California Monitoring Coalition)
- Attend regular meetings of the Los Angeles River TMDL Monitoring Technical Committees
- Ongoing review of monitoring data as it becomes available

c. REASONABLE ASSURANCE ANALYSIS (RAA)

Contact the Regional Water Board to investigate if the previous modeling (Reach 2 metals TMDL) satisfies their interpretation of an adequate RAA.

Contact a minimum of four modeling consultants to provide cost estimates and scopes of work to conduct a RAA using a peer-reviewed, public domain, quantitative modeling system. The Technical Committee will select the consultant and modeling system. A budgetary allowance for the RAA has been included.

Deliverables:

- Draft Technical Memorandum
- Final Technical Memorandum

d. REVIEW AND EVALUATE MINIMUM CONTROL MEASURES

The MS4 permit requires an evaluation and customization of the Minimum Control Measures (MCMs, formerly referred to as BMPs). Watershed Permittees not implementing a WMP or EWMP are required to implement all MCMs.

Deliverables:

- Develop list of potential EWMP project sites,
- Summarize scientific data supporting potential EWMP sites,
- Source control,
- Operational Controls,
- Identify potential opportunities for customization of the MS4's Minimum Control Measures (Part VI.D.8.D). Describe the modification, potential justifications for those modifications and provide materials for compilation.

e. WATERSHED MANAGEMENT PROGRAM PLAN

This task represents the analysis of the information developed and compilation into a first draft for review by the Technical Committee, then preparation of a final draft for submittal to the Regional Water Board.

Deliverables:

- Communication with Regional Water Board and preparation of documents (December 28, 2013, for potential conversion to EWMP.
- First Draft Watershed Implementation Plan submitted to Technical Committee:
  - Target Date April 1, 2014
- Final Draft Watershed Implementation Plan for submittal to Regional Water Board:
  - Target date June 1, 2014

f. COORDINATION WITH TECHNICAL COMMITTEE

Regular meetings and communications with the Watershed Permittees will be critical during the preparation of the WMP. This will include:

Deliverables:

- Schedule and prepare agenda and summary notes for monthly meetings
- Attend and participate in the Technical Advisory Committee
- Attend and participate in Regional Water Board meetings

MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF ARTESIA, BELLFLOWER, CERRITOS, DIAMOND BAR, DOWNEY, HAWAIIAN GARDENS, LA MIRADA, LAKEWOOD, LONG BEACH, NORWALK, PICO RIVERA, SANTA FE SPRINGS, WHITTIER, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

FOR ADMINISTRATION AND COST SHARING TO PREPARE A WATERSHED MANAGEMENT PROGRAM "WMP" and COORDINATED INTEGRATED MONITORING PROGRAM "CIMP" AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION (REGIONAL WATER BOARD), IN VARIOUS NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMITS ("MS4 PERMITS") FOR THE LOWER SAN GABRIEL RIVER WATERSHED

This memorandum of understanding ("MOU") is made and entered into as of August 1, 2013, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, and Whittier, and the Los Angeles County Flood Control District ("District"):

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, the Watershed Permittees manage, drain or convey storm water into at least a portion of the Coyote Creek, San Jose Creek, as well as Reach 1, Reach 2 and Reach 3 of the San Gabriel River; and

WHEREAS, for the purposes of this MOU, the term "Watershed Permittees" shall mean the cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, the District, and, if it enters into this MOU, the California Department of Transportation ("Caltrans"); and

WHEREAS, several of these Watershed Permittees are in multiple watersheds and this MOU shall only pertain to those areas tributary to the Lower San Gabriel River Watershed; and

WHEREAS, the Watershed Permittees and the GWMA are collectively referred to as the ("Parties"); and

WHEREAS, a Metals TMDL MOU was established in 2012 by the Watershed Permittees tributary to Coyote Creek including the Cities of Downey and Bellflower which drain to Reach 1 of the San Gabriel River but not including the City of Pico Rivera and the District ("Metals TMDL Technical Committee"), providing for annual funding of $250,000 through December 31, 2022 for tasks including monitoring, report preparation and other assistance from the consultants; and

WHEREAS, the Watershed Permittees wish to maintain continuity of that Metals TMDL Technical Committee effort to work with the GWMA in coordinating the preparation of the Plans that may be presented to the California Regional Water Quality Control Board, Los Angeles Region ("Regional Water Board") on behalf of the Watershed Permittees; and

WHEREAS, the Los Angeles MS4 Permit was adopted by the Regional Water Board on November 8, 2012 and became effective on December 28, 2012 and allows Watershed Permittees to prepare a Watershed Management Program ("WMP") or an Enhanced Watershed Management Program ("EWMP") and a Coordinated Integrated Monitoring Program ("CIMP"), collectively "the Plans," to address certain elements of the MS4 Permit; and

WHEREAS, Section VI.E.3 of the new MS4 permit provides a framework for developing implementation plans for USEPA-established TMDLs by requiring permittees subject to waste load allocations ("WLAs") in such TMDLs to propose and implement best management practices ("BMPs") that will be effective in achieving compliance with USEPA-established numeric WLAs; and

WHEREAS, the final deadline for achieving compliance with the Metals TMDL is September 30, 2026; and,

WHEREAS, the City of Long Beach and the California Department of Transportation ("Caltrans") are regulated under separate MS4 permits; and

WHEREAS, Caltrans and the City of La Habra Heights are considering entering into this MOU with the Watershed Permittees and the GWMA to coordinate preparation of the Plans; and

WHEREAS, if Caltrans or other parties enter into the MOU, the Parties contemplate that the payment formula in Table 1 and Table 2 will be modified as appropriate and each Watershed Entity's proportionate payment obligation adjusted accordingly to reflect Caltrans' payments; and

WHEREAS, the Watershed Permittees have elected to prepare the Plans to address certain elements of the MS4 Permit; and

WHEREAS, preparation of the Plans requires administrative coordination for the Watershed Entities that the GWMA can provide; and

WHEREAS, at the April 18th and 24th, 2013 meetings of the Metals TMDL Technical Committee, the decision was made to prepare a WMP and CIMP with the option of converting the WMP to an Enhanced Watershed Management Program upon approval by the Metals TMDL Technical Committee prior to December 28, 2013; and

WHEREAS, the Cities of Diamond Bar, Downey, Santa Fe Springs, Pico Rivera, Whittier, Caltrans and the District which have additional areas in or tributary to Reach 2 and Reach 3 of the San Gabriel River as well as San Jose Creek have expressed their intent to participate in the Metals TMDL Technical Committee for the preparation of the Plans; and

WHEREAS, at the meeting on May 16, 2013, the Metals TMDL Technical Committee changed its name to: the "Lower San Gabriel River Watershed Committee ("LSGR Watershed Committee");" and the decision was made to terminate the Metals TMDL MOU and to include the District and Caltrans, if it enters into this MOU, as members of the LSGR Watershed Committee; and

WHEREAS, the LSGR Watershed Committee has approved the inclusion of the areas of the Watershed Permittees that are tributary to Coyote Creek, the San Gabriel River Reaches 1, 2 and 3 and San Jose Creek, but excluding the estuary and estuary watershed (Exhibit A) in the development of the Plans; and

WHEREAS, the LSGR Watershed Committee has approved a Scope of Work (Exhibit C); and

WHEREAS, there are remaining funds on deposit with the GWMA for use in implementation measures for the Metals TMDL as a result of a previous MOU and these funds shall be used for the preparation of the Plans, and

WHEREAS, the Parties have determined that authorizing GWMA to retain the consultant and hire additional consultants as necessary to prepare and deliver the Plans will be beneficial to the Parties; and

WHEREAS, the Parties have determined to pay their proportionate share of the costs of preparing the Plans and other related costs to be incurred by the GWMA in accordance with the Cost Sharing Allocation Formula reflected in Exhibit B ("Respective Costs").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans, necessary environmental documentation, and any additional services agreed to by the Watershed Permittees working through the LSGR Watershed Committee and as approved by the GWMA. This MOU does not include services related to the implementation of the Plans. The Parties will enter into an amendment to the MOU if they desire to collectively provide such services.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU.

Section 4. Voluntary Nature. The Parties voluntarily enter into this MOU.

Section 5. Binding Effect. This MOU shall become binding on GWMA and the Watershed Permittees that execute this MOU.

Section 6. Term. This MOU shall remain and continue in effect through September 30, 2026, unless terminated earlier pursuant to this MOU. The term of the MOU for the District shall expire upon approval or acceptance of the Plans by the Regional Water Board unless the Parties agree to an amendment to this MOU providing for continuing participation by the District.

Section 7. LSGR Watershed Committee Representative.

a) Each Watershed Permittee shall appoint a representative ("Representative") and, as necessary, an "Alternate Representative" to the LSGR Watershed Committee. Each Watershed Permittee shall have one vote on the LSGR Watershed Committee.

b) The LSGR Watershed Committee shall appoint a Representative ("Representative") and may appoint an Alternate Representative ("Alternate Representative"), each of whom shall have the authority to speak on behalf of the LSGR Watershed Committee to the GWMA on decisions to be made by the LSGR Watershed Committee. The LSGR Watershed Committee shall inform the GWMA of the names of the Representative and Alternate Representative in writing. The GMWA may rely on written directions from either the Representative or the Alternate Representative. In

the event of conflicting directions from the Representative and the Alternative Representative, the GWMA shall rely on the Representative's direction.

Section 8. Role of the GWMA. The GWMA will contract with and serve as a conduit for paying the Consultants as approved by the Watershed Permittees. The consultant or consultants ("Consultant") shall prepare the Plans and any other plans and/or projects that the LSGR Watershed Committee has determined are necessary and the costs of which the Watershed Permittees have agreed to pay. The Representative and the Alternative Representative shall be the means of communication between the LSGR Watershed Committee and the GWMA on the approval of the Consultant and any other work the LSGR Watershed Committee requests and which will be paid by the Watershed Permittees.

Section 9. Financial Terms.

a) Each Watershed Permittee shall pay its Respective Costs as provided in Exhibit B for Consultant and any other related costs to which the Representative or the Alternate Representative informs the GWMA in writing that the LSGR Watershed Committee has approved. The District's total costs shall not exceed $100,000.00 without the District's written agreement. In the event the LSGR Watershed Committee approves an increase in the budget pursuant to Section 9-e, the GWMA shall terminate this MOU with the District if the District does not inform the GWMA in writing within thirty (30) days that it will pay its increased Respective Costs unless the LSGR Watershed Committee informs the GWMA within that time that the other Watershed Permittees agree to absorb the District's additional Respective Costs.

b) Watershed Permittees tributary to Reach 3 and San Jose Creek will be responsible for any additional costs due to Reasonable Assurance Analysis, monitoring and preparation of any WMP addenda for their individual tributary areas as provided in Exhibit B.

c) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining a Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including legal fees, ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. GWMA shall add a percentage not to exceed three percent (3%) to each invoice submitted to each Watershed Permittee to cover each Watershed Permittee's share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year through a majority vote by the GWMA's Policy Board.

d) GWMA shall submit an invoice to each Watershed Permittee upon selection of a Consultant reflecting each Watershed Permittee's estimated Respective Costs of Consultant services and MOU Costs through the following June 30th or December 31st, whichever date is earlier. Prior to releasing payment to the Consultant the GWMA shall submit a copy of the Consultant's invoice to the LSGR Watershed Committee for approval. The GWMA shall not make any payment to a Consultant without the approval of the LSGR Watershed Committee as expressed in writing by the Representative or Alternate Representative.

e) GWMA shall not be required to incur obligations for its 2013-14 fiscal year in excess of the budget reflected in Table 1 or in subsequent fiscal years as reflected in Table 2 in excess of any budget approved by the GWMA and the LSGR Watershed Committee unless the LSGR Watershed Committee authorizes the GWMA to expend the additional funds. GWMA may suspend the work of the Consultants if the LSGR Watershed Committee has not provided authorization to incure these additional obligations.

f) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay their Respective Costs and MOU Costs to the GWMA within forty-five days (45) days of receipt.

g) The budget for the 2013-14 fiscal year shall be as provided in Table 1 of Exhibit B. Each successive year, commencing May 15, 2014, the LSGR Watershed Committee shall recommend to GWMA a budget for the following fiscal year. Within 30 days of submission of the budget the GWMA shall consider the recommendation and adopt a budget inclusive of the LSGR Watershed Committee's recommendation by June 30th. Each successive year commencing with the 2014-15 fiscal year, any increase above a recommended budget of $250,000 as adjusted by the local April to March CPI, will require an amendment to this MOU. GWMA will send each Watershed Permittee an invoice during the first month of each fiscal year representing the Watershed Permittee's Respective Costs of the adopted budget as provided in Table 2. GWMA shall not expend funds nor incur obligations in excess of the budgeted amount without prior notification to and approval by the LSGR Watershed Committee.

h) Each year GWMA shall provide an invoice to each Watershed Permittee, representing that Watershed Entity's Proportionate Share of the approved budget within thirty (30) days of approval of its budget for expenses related to the MOU.

i) A Watershed Permittee will be delinquent if the invoiced payment is not received by the GWMA within forty-five (45) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the LSGR Watershed Committee directs to effectuate payment: 1) verbally contact the representative of the Watershed Permittee and at phone number listed in Section 14 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee at the address listed in Section 14 of the MOU. If payment is not received within sixty (60) days of the due date, the GWMA may terminate the MOU unless the City Managers/Administrators/Chief Executive Officers for those Watershed Permittees in good standing inform the GWMA in writing that they agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Exhibit B to account for the delinquent Watershed Permittees costs. However, no such termination may be ordered unless the GWMA first provides the Watershed Permittees with ninety (90) days written notice of its intent to terminate the MOU. If the GWMA receives such confirmation from the City Managers/Administrators/Chief Executive Officers, the delinquent Watershed Permittee's participation in this MOU will be terminated and the Cost Share Formula Table 2 or such other formula to which the Watershed Permittees shall direct will be adjusted. A terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

j) GWMA may suspend or modify the scope of work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) days of receipt unless the City Managers/Administrators/Chief Executive Officers of those Watershed Permittees in good standing inform the GWMA that they will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.

k) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

l) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this Agreement, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in good standing and in accordance with the Cost Share Formula in Exhibit B.

m) The Parties, with the exception of Caltrans, the District and Pico Rivera, previously funded the development of the Metals TMDL Implementation Plan through a MOU. There are funds remaining in this account. Upon execution of this WMP/EWMP and CIMP MOU, the previous Metals TMDL MOU shall be terminated and any remaining funds are to be used to fund this new MOU.

Section 10. Independent Contractor.

a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOU. The GWMA's officers, officials, employees and agents shall at all times during the Term of this MOU be under the exclusive control of the GWMA. The Watershed Permittees cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Watershed Permittees.

b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 11. Indemnification and Insurance.

a) The GWMA shall include in the agreements with the Consultants an indemnification clause requiring the Consultants to defend, indemnify and hold harmless each of the Watershed Permittees and the GWMA, their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Watershed Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultants, their officers, employees, and other representatives and agents, arising out of or related to Consultants' performance under its agreement with the GWMA.

b) Each Watershed Permittee shall defend, indemnify and hold harmless the other Parties and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Watershed Permittee) for negligent

or intentional acts, errors and omissions committed by the indemnifying Watershed Permittee or its officers, employees, and agents, arising out of or related to that Watershed Permittee's performance under this MOU, except for such loss as may be caused by GWMA's or any other Party's gross negligence or that of its officers, employees, or other representatives and agents other than the Consultants.

c) The GWMA shall defend, indemnify and hold harmless the Watershed Permittees, their officers, employees, and other representatives and agents of the Watershed Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Watershed Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.

d) Consultant's Insurance. The GWMA shall require the Consultants to obtain and maintain through the term of their contracts with the GWMA the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:

   i. Comprehensive Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) per incident or accident for bodily injury, death and property damage;

   ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this MOU with minimum combined single limits coverage of One Million Dollars ($1,000,000);

   iii. Professional Liability (Errors and Omissions) Insurance, which in aggregate with the Comprehensive General Liability Insurance, provides a minimum limit of Two Million Dollars ($2,000,000) per incident; and

   iv. Workers' Compensation insurance as required by the State of California.

e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Watershed Permittees for the negligent or intentional acts or

omissions of GWMA's Consultants. The Watershed Permittees' sole recourse for any negligent or intentional act or omission of the GWMA's Consultant shall be against the Consultant and its insurance.

Section 12. Termination.

a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Respective Costs and MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Respective Cost allocation shall be adjusted in accordance with the Cost Share Formula in Exhibit B. A withdrawing Watershed Permittee shall remain liable for any loss, debt, or liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, or liability, its Respective Costs and its MOU Costs incurred through the effective date of withdrawal, the GWMA has any unspent funds remaining from the withdrawing Watershed Permittee's deposits, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee.

b) The GWMA may, with a two-thirds (2/3) vote of the full GWMA Policy Board, terminate this MOU upon not less than thirty (30) days notice, effective on May 1 or December 1 of each year. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Watershed Permittees in accordance with the Cost Allocation Formula set forth in Exhibit B.

Section 13. Termination of the Metals TMDL MOU. The Parties hereby terminate the Metals TMDL MOU.

Section 14. Miscellaneous.

a) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or

as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast
GWMA Executive Officer
c/o Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

To the Watershed Permittees:

William Rawlings
City Manager
City of Artesia
18747 Clarkdale Avenue
Artesia, CA 90701

Mr. Jeffrey L. Stewart
City Manager
City of Bellflower,
16600 Civic Center Drive
Bellflower, CA 90706

Art Gallucci
City Manager
City of Cerritos
P.O. Box 3130
Cerritos, CA 90703-3130

Mr. David Liu
Director of Public Works
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765

Mr. Gilbert Livas
City Manager
City of Downey
11111Brookshire Avenue
Downey, CA 90241

Mr. Ernesto Marquez
City Manager
City of Hawaiian Gardens,
21815 Pioneer Blvd
Hawaiian Gardens, CA 90716

Mr. Jeff Boynton
City Manager
City of La Mirada
13700 La Mirada Blvd
La Mirada, CA 990638

Ms. Lisa A. Rapp,
Director of Public Works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Mr. Anthony Arevalo
Storm Water/Environmental Compliance
Storm Water Management Division
City of Long Beach
333 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

Mr. Michael J. Egan
City Manager
City of Norwalk
12700 Norwalk Blvd
Norwalk, CA 90650

Mr. Arturo Cervantes, PE
Director of Public Works/City Engineer
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660

Thaddeus McCormack
City Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Mr. David Pelser
Director of Public Works
City of Whittier
13230 Penn Street
Whittier, CA 90602

Mr. Gary Hildebrand
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works Watershed Management Division, 11th Floor
900 S. Fremont Avenue
Alhambra, CA 91803-1331

b) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Watershed Permittees. Any Watershed Permittee may upon five (5) days written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Watershed Permittees annual financial statements and audits, after review and approval by the LSGR Watershed Committee.

c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.

d) Waiver. Waiver by either the GWMA or a Watershed Permittee of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or a Watershed Permittee, to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.

e) Law to Govern: Venue. This MOU shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

f) No Presumption in Drafting. The Parties to this MOU agree that the general rule than an MOU is to be interpreted against the Parties drafting it, or causing it to be prepared, shall not apply.

g) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent

jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).

h) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

i) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.

j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

k) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE:_____ LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

_____
Christopher S. Cash
GWMA Chair

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF ARTESIA
Mr. William Rawlings
Interim City Manager
18747 Clarkdale Avenue
Artesia, CA 90701

_____
William Rawlings
Interim City Manager

ATTEST:

_____
[name]
City Clerk

APPROVED AS TO FORM:

_____
[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELLFLOWER
Mr. Jeffrey L. Stewart
City Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

_____
Jeffrey L. Stewart
City Manager

ATTEST:

_____
[name]
City Clerk

APPROVED AS TO FORM:

_____
[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF CERRITOS
Mr. Art Gallucci
City Manager
P.O. Box 3130
Cerritos, CA 90703-3130

_____
Art Gallucci
City Manager

ATTEST:

_____
[name]
City Clerk

APPROVED AS TO FORM:

_____
[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DIAMOND BAR
Mr. James DeStefano
City Manager
21810 Copley Drive
Diamond Bar, CA 91765

_____
Jim DeStefano
City Manager

ATTEST:

_____
[name]
City Clerk

APPROVED AS TO FORM:

_____
[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DOWNEY
Mr. Gilbert A. Livas
City Manager
11111 Brookshire Avenue
Downey, CA 90241

_____
Gilbert A. Livas
City Manager

ATTEST:

_____
[name]
City Clerk

APPROVED AS TO FORM:

_____
[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF HAWAIIAN GARDENS
Mr. Ernesto Marquez
City Manager
21815 Pioneer Blvd
Hawaiian Gardens, CA 90716

_____
Ernesto Marquez
City Manager

ATTEST:

_____
[name]
City Clerk

APPROVED AS TO FORM:

_____
[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LA MIRADA
Mr. Jeff Boynton
City Manager
13700 La Mirada Blvd
La Mirada, CA 90638

_____
Jeff Boynton
City Manager

ATTEST:

_____
[name]
City Clerk

APPROVED AS TO FORM:

_____
[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LAKEWOOD
Mr. Howard L. Chambers
City Manager
5050 Clark Avenue
Lakewood, CA 90712

_____
Howard L. Chambers
City Manager

ATTEST:

_____
[name]
City Clerk

APPROVED AS TO FORM:

_____
[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LONG BEACH
Mr. Patrick H. West
City Manager
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802

_____
Patrick H. West
City Manager

ATTEST:

_____
[name]
City Clerk

APPROVED AS TO FORM:

_____
[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF NORWALK
Mr. Michael J. Egan
City Manager
12700 Norwalk Blvd
Norwalk, CA 90650

_____
Michael J. Egan
City Manager

ATTEST:

_____
Theresa Devoy
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PICO RIVERA
Mr. Ronald Bates, Ph. D.
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660

_____
Ronald Bates, Ph. D.
City Manager

ATTEST:

_____
Anna M. Jerome
Assistant City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glassman
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SANTA FE SPRINGS
Mr. Thaddeus McCormack
City Manager
11710 Telegraph Road
Santa Fe Springs, CA 90670

_____
Thaddeus McCormack
City Manager

ATTEST:

_____
[name]
City Clerk

APPROVED AS TO FORM:

_____
[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF WHITTIER
Mr. Jeffery W. Collier
City Manager
13230 Penn Street
Whittier, CA 90602

_____
Jeffery W. Collier
City Manager

ATTEST:

_____
Kathryn A. Marshall
City Clerk-Treasurer

APPROVED AS TO FORM:

_____
Richard D. Jones
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Fl.
900 South Fremont Avenue
Alhambra, CA 91803-1331

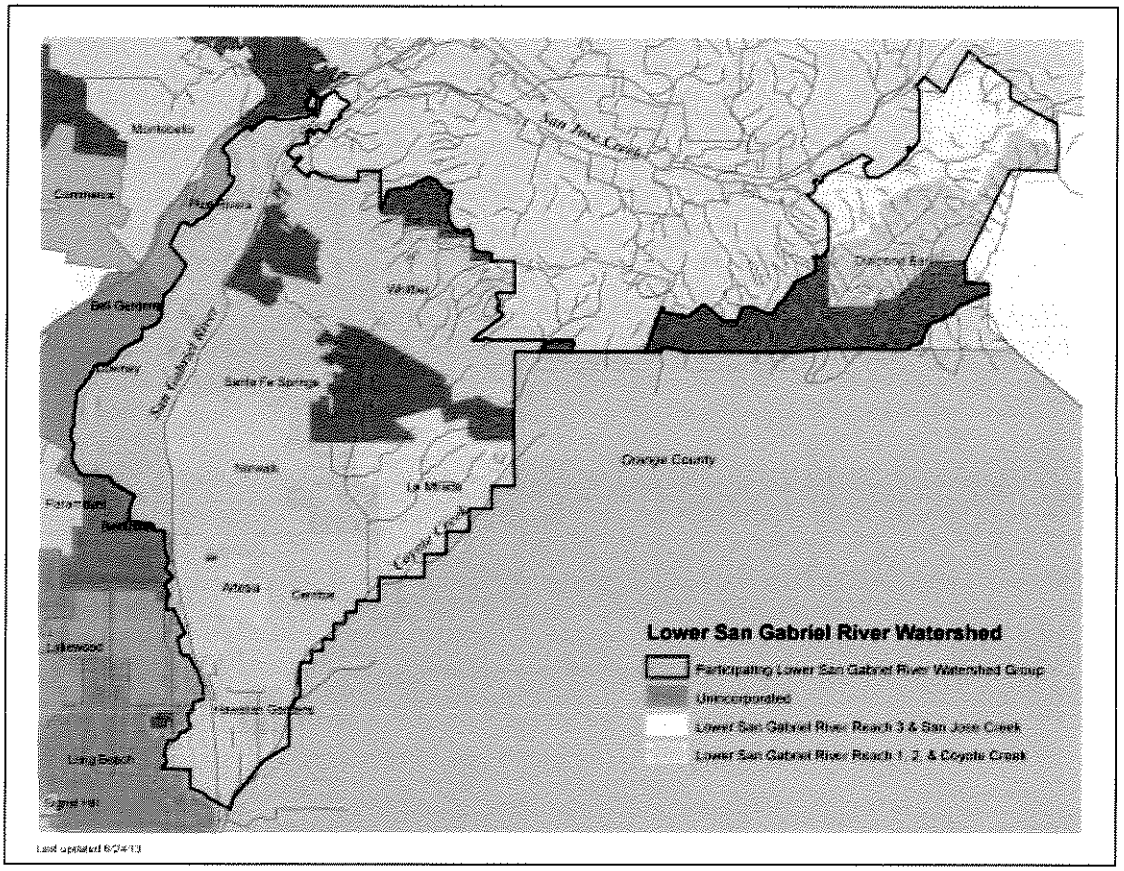
By: _____
Chief Engineer

APPROVED AS TO FORM:

John F. Krattli
County Counsel

_____
Associate

EXHIBIT A



Unincorporated Areas are not a part of this MOU

EXHIBIT B
Cost Sharing Formula

The District will pay 10 percent (10%) of the cost of preparing the WMP (or EWMP) and CIMP. Each remaining Watershed Permittee will pay according to the cost sharing formula in Table 1. All Watershed Permittees shall pay the 3 percent (3%) GWMA administrative costs.

TABLE 1

Estimated cost share for WMP and CIMP development
and early action monitoring for FY 2013-14
Lower San Gabriel River Watershed

Reach 1, 2, 3 and Coyote Creek				
WMP/CIMP		***$643,155***	***TOTAL***	***$750,000***
Early Action Monitoring		***$85,000***		
GWMA Administration (3%)		***$21,845***		
LACFCD Allocation[1] (10% Total less early action monitoring and early action administration)				***$66,245***
Distributed Cost (Total – LACFCD Allocation)				***$683,755***
Agency	**Area (sq mi)**	**80 percent of Distributed Cost proportioned based on area**	**20 percent of Distributed Cost proportioned equally**	**TOTAL Per Agency**
Artesia	1.62	$11,120	$9,768	**$20,888**
Bellflower	1.90	$13,042	$9,768	**$22,810**
Cerritos	8.82	$60,542	$9,768	**$70,310**
Diamond Bar	7.13	$48,941	$9,768	**$58,709**
Downey	6.62	$45,441	$9,768	**$55,209**
Hawaiian Gardens	0.96	$6,590	$9,768	**$16,358**
La Mirada	7.84	$53,815	$9,768	**$63,583**
Lakewood	2.02	$13,866	$9,768	**$23,633**
Long Beach	3.34	$22,926	$9,768	**$32,694**
Norwalk	9.76	$66,994	$9,768	**$76,762**
Pico Rivera[4]	6.14	$63,891	$9,768	**$73,659**
Santa Fe Springs	8.88	$60,954	$9,768	**$70,722**
Whittier	14.66	$100,628	$9,768	**$110,396**
Caltrans[3]	TBD	TBD	$9,768	**$9,768**
TOTAL	**79.69**	**$547,004**	**$136,751**	**$683,755**
San Jose Creek[2]				
WMP/CIMP		***$75,000***	***TOTAL***	***$77,250***
GWMA Administration (3%)		***$2,250***		
LACFCD Allocation (10%)				***$7,725***
Distributed Cost (Total – LACFCD Allocation)				***$69,525***
Agency	**Area (sq mi)**	**80 percent of Distributed Cost proportioned based on area**	**20 percent of Distributed Cost proportioned equally**	**TOTAL Per Agency**
Diamond Bar	7.76	$55,620	$6,953	**$62,573**
Caltrans[3]	TBD	TBD	$6,953	**$6,953**
TOTAL	**7.76**	**$55,620**	**$13,905**	**$69,525**

NOTES:

- *[1] The Districts at this time has not committed to funding the early-action monitoring ($85,000).*
- *[2] The inclusion of the San Jose Creek drainage area has been estimated to be $75,000. The city of Diamond Bar shall be responsible for the portion of the city draining to San Jose Creek. Cost to be shared based upon above funding formula with the District and Caltrans.*
- *[3] Caltrans and additional members' shares are to be determined.*
- *[4] Includes first year's payment adjustment of $21,745*
- *Other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LSGR Watershed Committee.*
- *Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.*

Table 2

Estimated Cost Sharing Formula per $250,000 beginning June 29, 2014 through September 30, 2026.

Agency	Area (sq mi)	80 percent of cost proportioned based on area	20 percent of cost proportioned equally	TOTAL Per Agency
Artesia	1.62	$3,708	$3,571	**$7,279**
Bellflower	1.90	$4,345	$3,571	**$7,916**
Cerritos	8.82	$20,178	$3,571	**$23,749**
Diamond Bar	14.89	$34,053	$3,571	**$37,624**
Downey	6.62	$615,140	$3,571	**$18,711**
Hawaiian Gardens	0.96	$2,188	$3,571	**$5,759**
La Mirada	7.84	$17,930	$3,571	**$21,501**
Lakewood	2.02	$4,620	$3,571	**$8,191**
Long Beach	3.34	$7,638	$3,571	**$11,209**
Norwalk	9.76	$22,323	$3,571	**$25,894**
Pico Rivera	6.14	$14,043	$3,571	**$17,614**
Santa Fe Springs	8.88	$20,308	$3,571	**$23,879**
Whittier	14.66	$33,527	$3,571	**$37,098**
Caltrans[1]	TBD	TBD	$3,571	**$ 3,571**
TOTAL	**87.45**	**$200,001**	**$49,994**	**$249,995**

NOTES:

- *[1] Caltrans's cost share is an estimate and will be determined at a later date. Each agency's total will be adjusted accordingly.*
- *Upon completion and approval or acceptance of the Plans by the Regional Water Board, the District's participation will be subject to an amendment to the MOU or equivalent agreement. The Districts at this time has not committed to funding the early-action monitoring ($85,000)*
- *Other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants may be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LSGR Watershed Committee.*
- *Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.*

Exhibit C
Scope of Work

This proposed Scope of Services herein will be to develop a WMP and establish one early-action monitoring location. Implementation, unless specifically directed by the LSGR Technical Committee, is not included.

This will include:

- Identify and prioritize water quality issues,
- Identify strategies and control measures,
- Non-Stormwater control measures,
- Reasonable Assurance Analysis (computer modeling),
- Develop an Integrated Monitoring Program,
- A summary of available data demonstrating the current quality of the Watershed Permittees' MS4 discharges,
- A detailed description of BMPs that have been implemented,
- An assessment of the minimum control measures (MS4 Permit Part VI.D.8). Any individual Permittee annual reports are not a part of this scope of work.

The WMP being developed under this Scope of Work shall be a "living" document that can and should be modified as future monitoring data becomes available and the program develops following a strategy of adaptive management. At the request of the LSGR Technical Committee, the initial 6 months effort will keep open the possibility of converting the WMP to an Enhanced Watershed Management Program (EWMP) if permitted by the Regional Water Board and authorized by the LSGR Technical Committee.

The specific steps for this scope of work are described in the following section.

A final Draft WMP is to be ready for submittal to the Regional Water Board no later than June 28, 2014.

Specific Tasks

1. BACKGROUND / HISTORICAL DATA / HYDROLOGICAL SETTING

The data collection portion of this task was essentially completed during the TMDL Implementation Plan development. However, additional work will be necessary to include Pico Rivera and incidental areas of Reach 3. This information will need to be analyzed and incorporated into the final draft WMP.

Deliverables:
- Source Assessment based on waterbody/pollutant combinations
- Review of applicable IRWMPs

Tasks that have previously been essentially completed, but will need to be incorporated into the WMP are:
- Baseline map
- Historical Water Quality Data
- Identification of water quality priorities
- Evaluation of existing water quality conditions
- Prioritization of the water quality issues
- Assemble available water quality reports
- Compilation of existing control measures (permittee surveys and annual reports)

2. MONITORING

This task will require coordination between several agencies, including, but not limited to, Orange County, Los Angeles County Flood Control and the Sanitation Districts of LA County.

Deliverables:
- Summary of outfall/receiving water /special study requirements
- Summary of existing Monitoring Programs
- Review past GIP (*spell out GIP*) site monitoring
- Receiving Water Monitoring – for this Scope of Work, it is assumed County Flood Control will continue monitoring at Mass Emission Station.
- Prepare Coordinated Integrated Monitoring Program (CIMP), including:
  - Wet-weather outfall based monitoring program
  - Non-stormwater Outfall based monitoring and screening plan
- Inspection of outfalls
- An approach to integrating MS4, TMDL and Special Study monitoring
- Set up shared database for new development/redevelopment Effectiveness Tracking
- Regional Studies (participate in Southern California Monitoring Coalition)
- Ongoing review of monitoring data as it becomes available

Establish an Early Action Monitoring site on North Coyote Creek (County Flood Control approval required) and conduct first year's sample collection and analysis.

3. REASONABLE ASSURANCE ANALYSIS (RAA)

Contact a minimum of four modeling consultants (including, but not limited to: Tetra Tech, Geosyntech, CWE and Pace Engineering) to provide cost estimates and scopes of works to conduct a Reasonable Assurance Analyses for each TMDL, 303(d) listed and receiving waste exceedances using a peer-reviewed, public domain, quantitative modeling system. The Technical Committee will select the consultant and modeling system.

Deliverables:

- Draft Technical Memorandum
- Final Technical Memorandum

4. REVIEW AND EVALUATE MINIMUM CONTROL MEASURES

The MS4 permit requires an evaluation and customization of the Minimum Control Measures (MCMs, formerly referred to as BMPs). Watershed Permittees not implementing a WMP or EWMP are required to implement all MCMs.

Deliverables:

- Develop list of potential EWMP project sites,
- Summarize scientific data supporting potential EWMP sites,
- Source control,
- Operational Controls,
- Identify potential opportunities for customization of the MS4's Minimum Control Measures (Part VI.D.8.D). Describe the modification, potential justifications for those modifications and provide materials for compilation.

5. WATERSHED MANAGEMENT PROGRAM PLAN

This task represents the analysis of the information developed in tasks 1 through 4 and compilation into a first draft for review by the Technical Committee, then preparation of a final draft for submittal to the Regional Water Board.

Deliverables:

- Communication with Regional Water Board and preparation of documents (December 28, 2013, for potential conversion to EWMP.
- First Draft Watershed Implementation Plan submitted to Technical Committee:
  - Target Date April 1, 2014
- Final Draft Watershed Implementation Plan for submittal to Regional Water Board:
  - Target date June 1, 2014

6. COORDINATION WITH TECHNICAL COMMITTEE

Regular meetings and communications with the Watershed Permittees will be critical during the preparation of the WMP. This will include:

Deliverables:

- Schedule and prepare agenda and summary notes for monthly meetings
- Attend and participate in the Technical Advisory Committee
- Attend and participate in Regional Water Board meetings
- Quarterly budget reports

Enclosure 4
Exhibit "D"

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REQUESTING ORDER NO. R4-2012-0175, NPDES PERMIT NO. CAS004001 BE AMENDED OR FULLY FUNDED BY STATE AND FEDERAL PROGRAMS

WHEREAS, the State of California, through the State Water Resources Control Board (State Board) and Los Angeles Regional Water Quality Control Board Regional Board), has been designated by the USEPA to enforce Federal stormwater regulations, including the Municipal Separate Storm Sewer System (MS4) NPDES permits and TMDLs, under the Clean Water Act; and

WHEREAS, the City is a permittee under the new California Regional Water Quality Control Board, Los Angeles Region Order No. R4-2012-0175 (known as the new permit), issued on November 08, 2012. The permit regulates municipal discharges of storm water and non-storm water from the Permittees' MS4s; and

WHEREAS, the new permit includes Total Maximum Daily Load implementation requirements. TMDLs are the means by which water quality standards are applied to the municipalities and TMDLs are specifically designed to achieve beneficial uses of water bodies by limiting the amount of pollutants in runoff conveyed to them; and

WHEREAS, TMDLs are typically implemented and enforced against local governments through the MS4 NPDES permits, and the Clean Water Act allows for third party litigation/citizen suits against local governments if they fail to comply with their NPDES permit requirements; and

WHEREAS, in a report by United States General Accounting Office (GAO/ T-RCED-00-233) concluded that the cost of complying with TMDLs would impose upon subject local governments substantial costs; and

WHEREAS, complying with Order No. R4-2012-0175, has fiscal outlays ranging from $139 Million to $14 Billion dollars for the City of Pico Rivera according to a study prepared by USC in 2002; and

WHEREAS, the City of Pico Rivera does not have capital funds dedicated to fund the requirements of the new MS4 permit, such as the TMDLs. In order to fund permit requirements, the City of Pico Rivera would have to consider diverting committed funds from essential programs, such as from public safety and emergency services.

THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City urges State and Federal Officials to demand the State Water Resources Control Board to amend "Order No. R4-2012-0175, NPDES Permit No. CAS004001; Waste Discharge Requirements For Municipal Separate Storm Sewer System (MS4) Discharges Within The Coastal Watersheds Of Los Angeles County, Except Those Discharges Originating From The City Of Long Beach MS4," (MS4 Permit) because of its costly and unattainable compliance requirements, as well as because of its heighten susceptibility for third party litigation. In the alternative, the City of Pico Rivera requests the State and Federal government to provide cities funds, to fully fund permit requirements

SECTION 2. That the City Clerk of the City of Pico Rivera shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this _____ day of _____, 2013.

_____
Gustavo V. Camacho, Mayor

ATTEST:

_____
Anna M. Jerome, Assistant City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN: