

# CITY OF HUNTINGTON PARK

## City Council Agenda Tuesday, September 3, 2013

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

**Mario Gomez**  
Mayor

**Rosa E. Perez**  
Vice Mayor

**Ofelia Hernandez**  
Council Member



**Karina Macias**  
Council Member

**Valentin Palos Amezcuita**  
Council Member

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

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

### **Public Comment**

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

Prior to the business portion of the agenda, the City Council and all other agencies meeting on such date will convene to receive public comments regarding any agenda items or matters within the jurisdiction of such governing bodies. This is the only opportunity for public input except for scheduled public hearing items. The Mayor or Chairperson will separately call for testimony at the time of each public hearing. If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and place it in the box at the podium. When called upon by the Mayor or Mayor's designee, each person addressing the Council shall step up to the microphone and state his/her name or organization he/she represents for the record. Each speaker will be limited to three minutes per Huntington Park Municipal Code 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

### **Additions/Deletions**

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

### **Consent Calendar**

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

### **Important Notice**

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

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

Thank you.

**1. INVOCATION**

**2. FLAG SALUTE:**

Maria Jose Garcia, 4<sup>th</sup> grade student at Huntington Park Elementary School.

- 3. ROLL CALL:** Mayor Mario Gomez  
Vice Mayor Rosa E. Perez  
Council Member Ofelia Hernandez  
Council Member Valentin Palos Amezquita  
Council Member Karina Macias

**4. PRESENTATIONS**

- 4.1 Presentation to student who led the flag salute: Maria Jose Garcia.**
- 4.2 Presentation regarding the Debt Service Summary Report for Fiscal Year 2013-2014.**
- 4.3 Presentation regarding the Rugby Plaza Update.**

**5. PUBLIC COMMENTS**

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

**6. CONSENT CALENDAR**

**OFFICE OF THE CITY CLERK**

- 6.1 Approve minutes of the following City Council meeting:**
- 6.1-1 Special meeting held Tuesday, August 13, 2013  
6.1-2 Regular meeting held Monday, August 19, 2013

**6. CONSENT CALENDAR – (Continued)**

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

**FINANCE DEPARTMENT**

- 6.3 Approve Accounts Payable and Payroll Warrants dated September 3, 2013.

**POLICE DEPARTMENT**

- 6.4 First Amendment to Contract No. C-117979 between the City of Los Angeles and the City of Huntington Park.**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the First Amendment to Contract No. C-117979 between the City of Los Angeles and the City of Huntington Park to extend the performance period of the 2009 Edward Byrne Justice Assistance Grant to June 30, 2013.

**END OF CONSENT CALENDAR**

**7. REGULAR AGENDA**

**FINANCE DEPARTMENT**

- 7.1 Approval of Annual Report for the City of Huntington Park Risk Management Fund 745 for Fiscal Year Ending June 30, 2014.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the annual budget for the City of Huntington Park Risk Management (Fund 745) for Fiscal Year Ending June 30, 2014.
2. Approve the Request for Proposals to solicit firms to provide third-party administration (TPA) for general liability claims.
3. Authorize the City Manager to negotiate a month-to-month contract with Carl Warren & Company until selection of TPA firm.

**7. REGULAR AGENDA – (Continued)**

**PUBLIC WORKS DEPARTMENT**

**7.2 Approval of Combi Operating Plan and contract with Oldtimers Foundation.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the revised operating plan for Combi Fixed Route Services.
2. Approve the contract amendment with Oldtimers Foundation to provide transportation services related to Combi Fixed Route Services.
3. Authorize the City Manager to execute the contract amendment with Oldtimers Foundation.

**COMMUNITY DEVELOPMENT DEPARTMENT**

**7.3 Award a Professional Services Agreement to Kosmont Companies to provide economic development services.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a Professional Services Agreement with Kosmont Companies to provide economic development consulting services to develop a city-wide economic development strategic plan for the Community Development Block Grant (CDBG) program.
2. Authorize the City Manager to execute the professional services agreement.

**8. CITY MANAGER'S AGENDA**

**8.1 Adopt Resolution No. 2013-42 approving Amendment No. 8 to the Joint Powers Agreement creating the Independent Cities Finance Authority which changes the position of program administrator to executive director and adds clarifying language regarding housing authorities.**

**9. CITY ATTORNEY'S AGENDA**

**10. WRITTEN COMMUNICATIONS**

**11. COUNCIL COMMUNICATIONS**

**11.1 Mayor Mario Gomez**

**11.1-1 Discussion and/or action regarding continuing membership with Five Cities Committee on Aging and Southeast Community Development Corporation.**

**11.2 Vice Mayor Rosa E. Perez**

**11.3 Council Member Ofelia Hernandez**

**11.4 Council Member Valentin Palos Amezcuita**

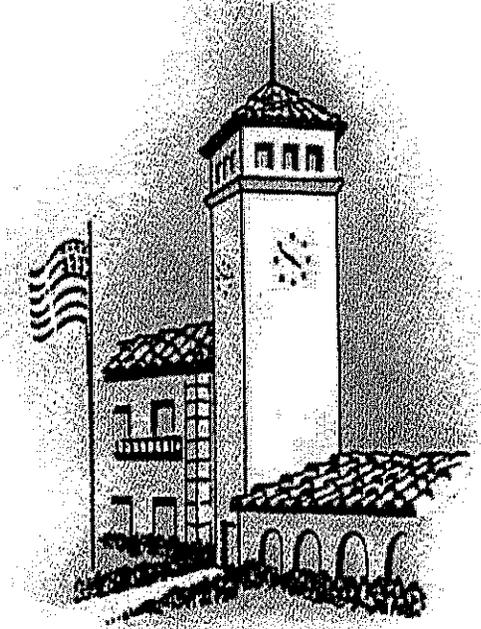
**11.5 Council Member Karina Macias**

**12. ADJOURNMENT**

**NEXT REGULAR MEETING OF THE  
CITY OF HUNTINGTON PARK CITY COUNCIL  
MONDAY, SEPTEMBER 16, 2013 at 6:00 p.m.**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on August 29, 2013 on the bulletin board outside City Hall and available at [www.huntingtonpark.org](http://www.huntingtonpark.org)

  
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Rocio Martinez, Acting City Clerk



# DEBT SERVICE SUMMARY FY 2013-14

September 3, 2013

# List of Obligations

HUNTINGTON PARK  
California

YEAR	DESCRIPTION	USE OF PROCEEDS	REVENUE SOURCE
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**City Obligations - Note 11 - CAFR**

A. 2006	Lease Revenue Bonds	Community Center / Salt Lake Park City Hall remodel	General Fund (Parking revenue)
B. 2006	Pension Obligation Bonds (POBs)	Unfunded pension liability	Voter-Approved Pension Tax (1976)
C. 2007	Measure L Refinancing	Streetlights and landscaping	Measure L Streetlight & Landscaping Assessment
D. 2008	HUD 108 Loan	Economic development projects	CDBG

**Successor Agency Obligations - Note 24 - CAFR**

E. 2004	Refunding Revenue Bonds	Various redevelopment projects	} Tax Increment (Successor Agency)
F. 2007	All Points Loan	Various redevelopment projects	
G. 2007	Santa Fe	Various redevelopment projects	
H. 2007	Neighborhood Preservation	Various redevelopment projects	

# Debt Service Summary *(as of July 1, 2013)*

HUNTINGTON PARK  
California

YEAR	DESCRIPTION	ORIGINAL PRINCIPAL	OUTSTANDING PRINCIPAL	FY 13-14 DEBT SERVICE	MATURITY DATE
<b>City Obligations - Note 11 - CAFR</b>					
A. 2006	Lease Revenue Bonds	3,650,000	1,373,113	457,207	2016
B. 2006	Pension Obligation Bonds	23,000,000	20,400,000	1,924,472	2025
C. 2007	Measure L Refinancing	8,540,113	8,540,113	689,231	2025
D. 2008	HUD 108 Loan	7,164,000	5,572,000	657,576	2026
<b>SubTotal:</b>		<b>\$42,354,113</b>	<b>\$35,885,226</b>	<b>\$3,728,486</b>	
<b>Successor Agency Obligations - Note 24 - CAFR</b>					
E. 2004	Refunding Revenue Bonds	55,875,000	35,930,000	5,334,322	2025
F. 2007	All Points Loan	6,601,280	5,290,057	540,420	2025
G. 2007	Santa Fe	3,037,000	2,504,243	231,087	2027
H. 2007	Neighborhood Preservation	6,700,000	5,201,721	488,217	2027
<b>SubTotal:</b>		<b>\$72,213,280</b>	<b>\$48,926,021</b>	<b>\$6,594,045</b>	
<b>TOTAL</b>		<b>\$114,567,393</b>	<b>\$84,811,247</b>	<b>\$10,322,531</b>	

# **Economic Development Project Debt**

HUNTINGTON PARK  
California

## **La Curacao - Sales Tax Rebate**

- \$1,800,000 @ 0%
- Annual Sales Tax Revenues = ~\$233,000
- City pays ~\$25,000 per annum

### **Share of Sales Tax Revenues**

Less than \$200,000 = 15%

\$200,000 - \$500,000 = 50%

More than \$500,000 = 60%

## **Home Depot - Sales Tax Rebate**

- \$2,350,000 @ 8.0%
- 35% of Stores Sales Tax - until 2022
- Annual Sales Tax Revenues = ~\$520,000
- City pays ~\$182,000 per annum

# **Property Tax Sharing Agreement**

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HUNTINGTON PARK  
*California*

## **- LA County Pass Through Agreement**

- LA County agrees to defer its share of property tax increment revenues, until City has paid debt service on City's RDA bonds
- Does not apply to neighborhood preservation bonds

## **- Compounds annually @ 7.0%**

## **- Community Development Commission entered into loan in 1990**

## **- Dissolution of Redevelopment eliminated loan from City's books**

- Loan remains as Successor Agency liability
- Loan repaid from Successor Agency revenues

## **- Accrued liability (as of June 30, 2013) \$139 million**

## **- No General Fund impact or liability**

# **Rugby Plaza Update**

## **September 3, 2013**

# Building Renovations



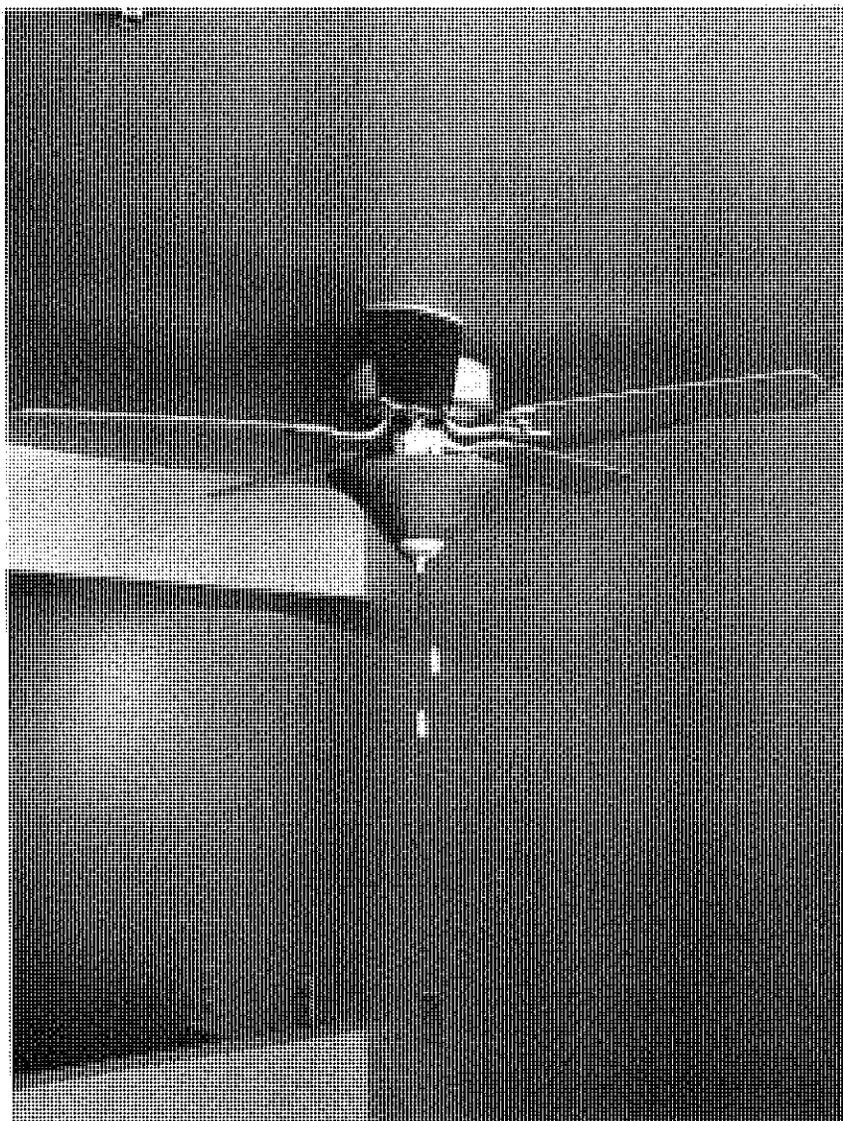
# Building Renovations



# Building Renovations

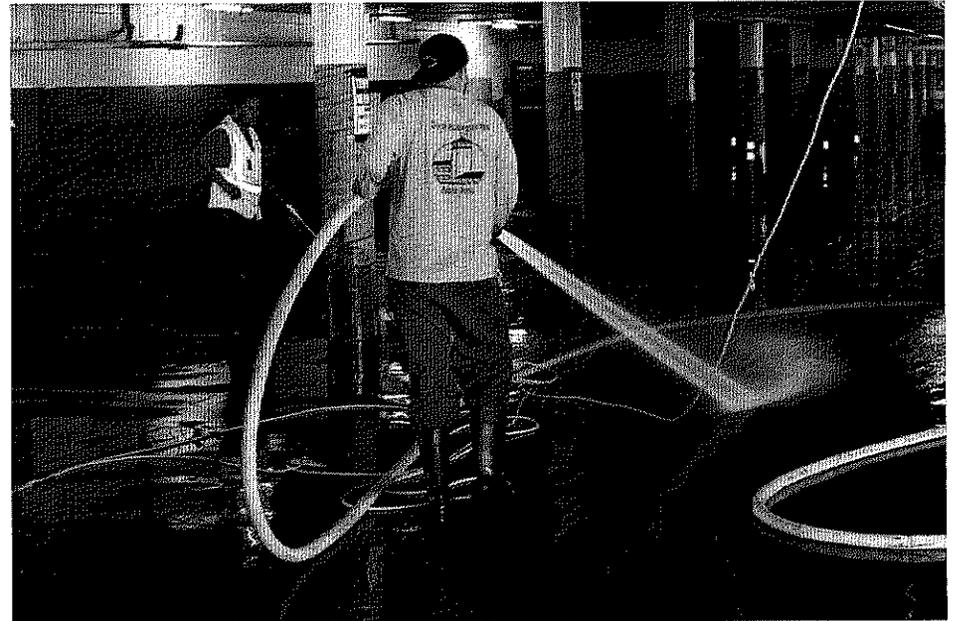


# Building Renovations



# Parking Lot Cleanup

## Public Works Staff



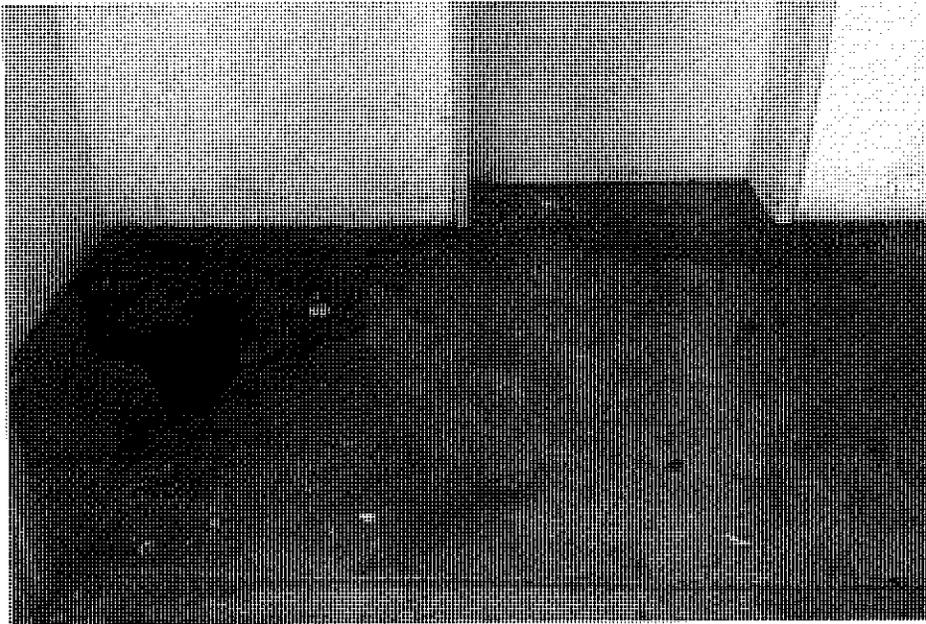
# Parking Lot Cleanup

## Public Works Staff

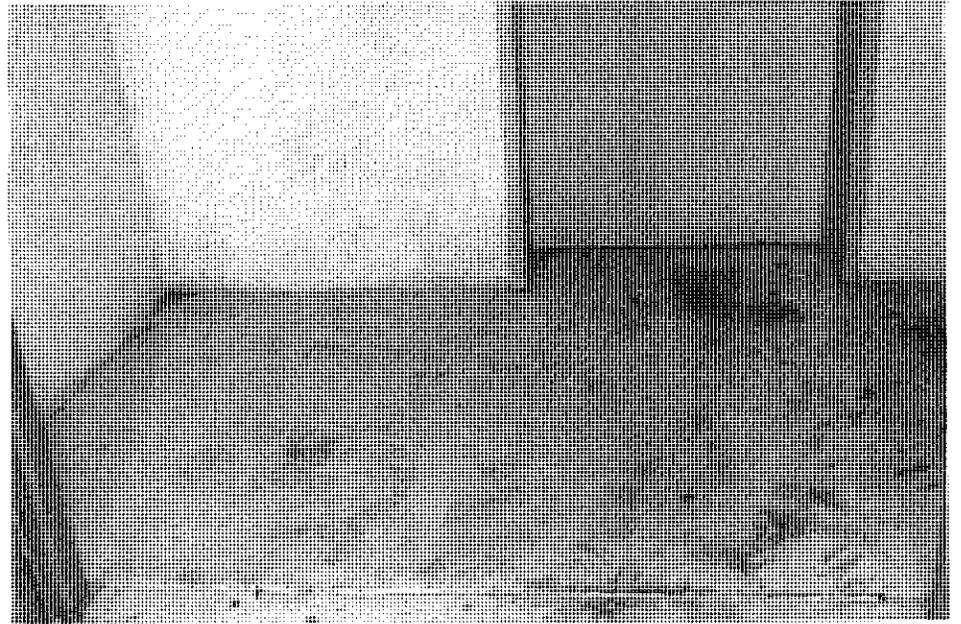


# Parking Lot Cleanup

**BEFORE**

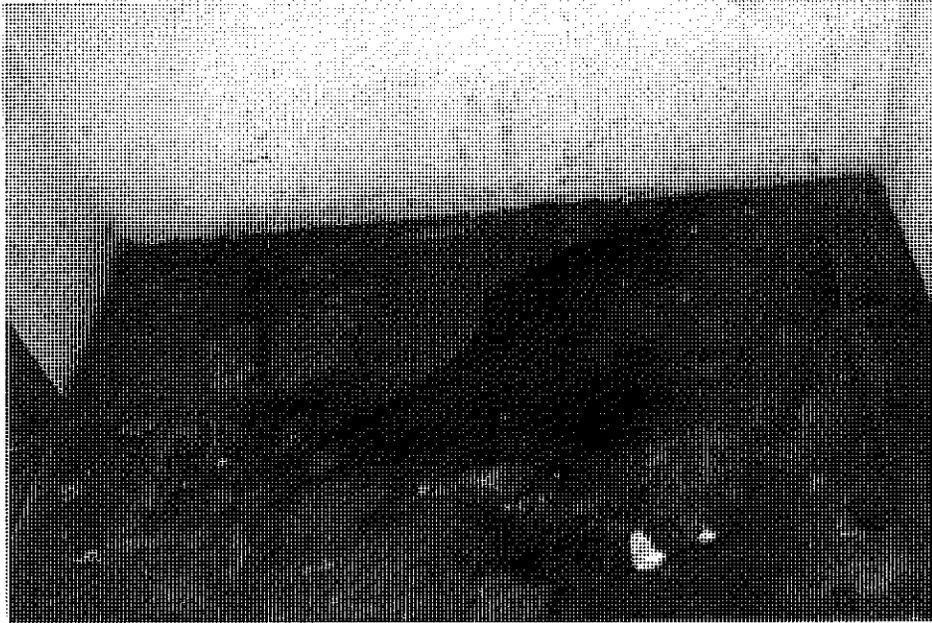


**AFTER**

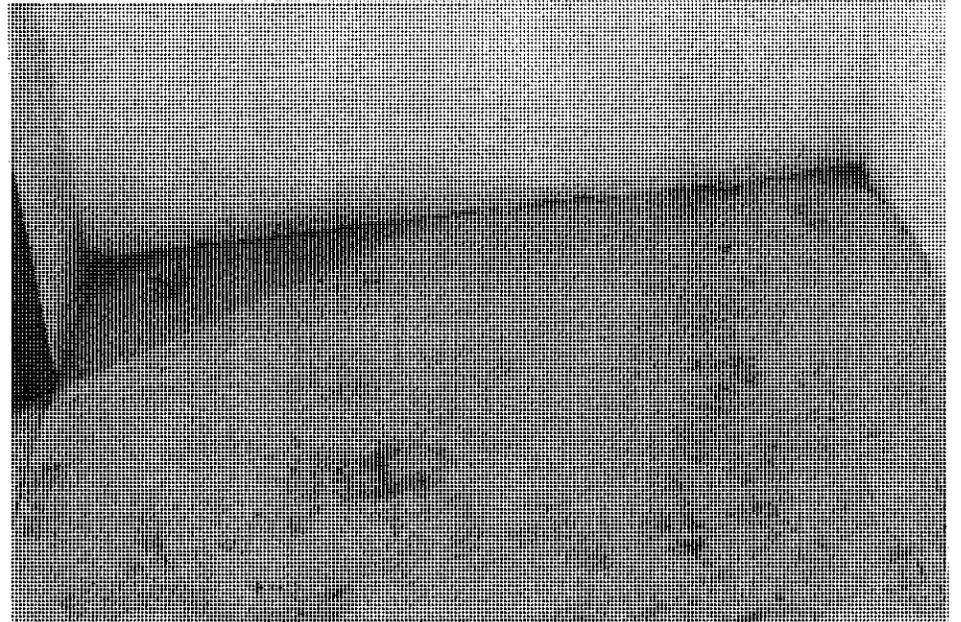


# Parking Lot Cleanup

**BEFORE**

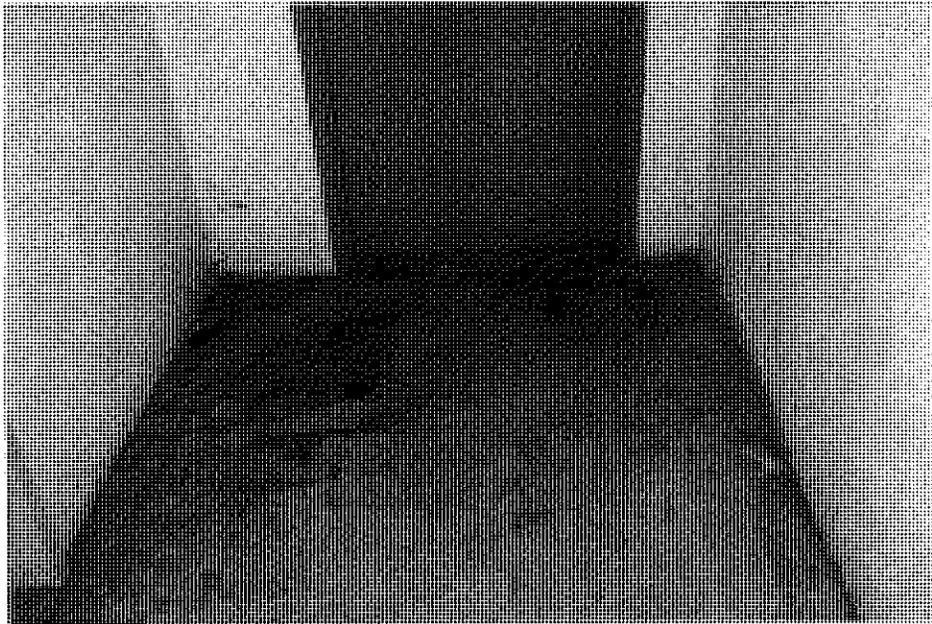


**AFTER**

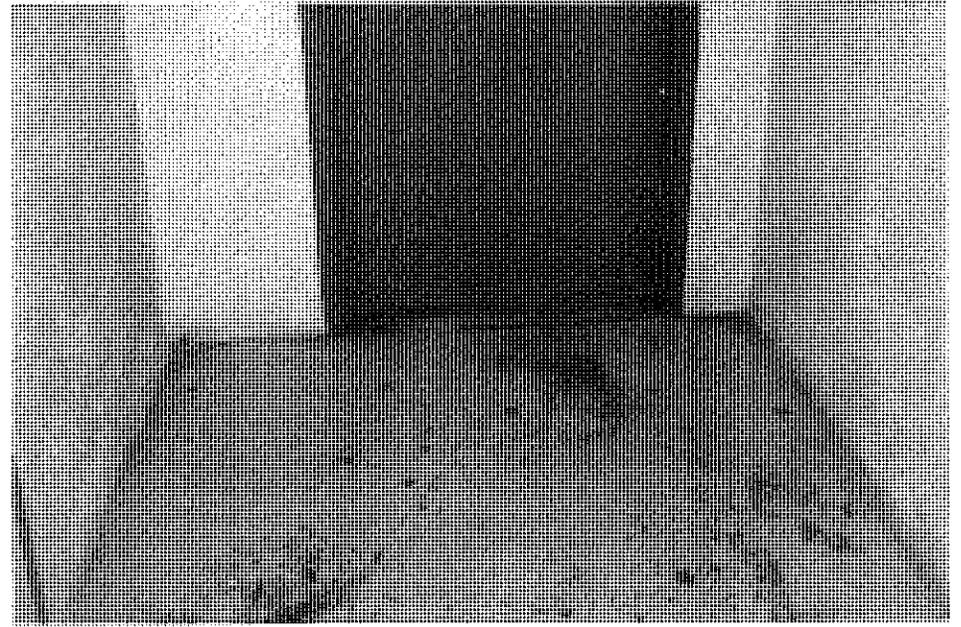


# Parking Lot Cleanup

**BEFORE**



**AFTER**



## **Rent Subsidy**

- Program effective August 1, 2013
  - Eligibility verification
  - Information sessions
- Subsidies paid September 2013
  - Retroactive to August
- 18-month program (\$1 million)

## **Rent Subsidy**

- 131 eligible tenants
  - Rent = 30% of income
- Meet HUD program eligibility
  - 55 years-old
  - Low/moderate income
  - Valid rental agreement

Minutes of the special meeting of the City Council of the City of Huntington Park held Tuesday, August 13, 2013.

The meeting was called to order in the Council Chambers at 6:00 p.m. by Mayor Gomez. Present: Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: Council Member Valentin Palos Amezcuita.

Mayor Gomez called the special meeting for the purpose of discussing and/or taking action regarding various items pertaining to City budget, including cost-saving solutions; and a closed session item for Conference with Legal Counsel – Anticipated Litigation, Significant exposure to litigation pursuant to California Government Code Subdivision (b) of Section 54956.9 (2).

City Manager Bobadilla announced that agenda item no. 3.4: Approve the Service Amendment to the Agreement with Duncan Parking Technologies, Inc. to include parking citation processing was pulled from the agenda.

Danny Bueno, Management Analyst, displayed a PowerPoint presentation regarding City Hall telephone line consolidation.

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

Linda Caraballo addressed her concerns including the purpose of calling a special meeting; missing agenda material on the City's website; and public comment on agenda items.

Richard V. Loya addressed City Council to oppose any increase in connection with the proposed pension tax rate and the proposed amendment to the Finance Department warrant register check approval process.

Rodolfo Cruz addressed his concerns with a recent transaction involving the Huntington Park Plaza Apartments, formerly known as Rugby Plaza Senior Housing and the City and urged City Council to make good decisions for the City and its residents.

Edmundo Perez addressed his concerns with the following: 1) a proposed resolution fixing the rate of annual pension tax rate; 2) a proposed amendment to the Finance Department warrant register check approval process; and 3) noticing of the special City Council meeting agenda.

Henry Garcia addressed his concerns to City Council regarding certain individuals who address City Council and informed City Council of his experience during his visit to another state.

A woman commended the City for holding a recent Town Hall meeting to discuss revitalization of the downtown and addressed her concerns with any tax rate increases.

Carlos Pando addressed City Council to oppose any tax rate increases in the City of Huntington Park.

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

Following comments by City Council regarding the proposed resolution fixing the rate of annual pension tax rate, motion by Perez, seconded by Hernandez, to approve the Consent Calendar, carried as follows: Ayes: Vice Mayor Perez, Council Member Hernandez, and Mayor Gomez; Noes: Council Member Macias; Absent: Council Member Amezcuita.

## **2. CONSENT CALENDAR**

### **FINANCE DEPARTMENT**

- 2.1 Resolution fixing the rate of annual pension tax rate to satisfy obligations of City's voter authorized indebtedness for Fiscal Year 2013-2014.**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Adopt Resolution No. 2013-39 fixing the rate of taxes to pay set cost of the Public Employees Retirement System and debt service of pension obligations bonds for the Fiscal Year 2013-2014 and levying taxes for said retirement system to the Fiscal Year beginning July 1, 2013 was presented. Motion by Perez, seconded by Hernandez, to adopt Resolution No. 2013-39, carried as follows: Ayes: Vice Mayor Perez, Council Member Hernandez, and Mayor Gomez; Noes: Council Member Macias; Absent: Council Member Amezcuita.

### **END OF CONSENT CALENDAR**

## **3. REGULAR AGENDA**

### **FINANCE DEPARTMENT**

- 3.1 Approve amendment to the Finance Department warrant register check approval process.**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Authorize the Finance Director to amend the Finance Department's Policies for the warrant register check approval process.

Sara Cisneros, Finance Assistant I, briefed City Council regarding the City's current check approval process particularly dealing with facility deposit refunds and registration for conferences.

Linda Caraballo addressed her concerns to City Council with the proposed amendment to the Finance Department warrant register check approval process.

Richard V. Loya addressed City Council to oppose the proposed amendment to the Finance Department warrant register check approval process, especially dealing with cellular phone bills and conferences.

**There being no objection, Mayor Gomez so ordered this item continued.**

- 3.2 Approve Special Demand Register dated August 13, 2013.**

Motion by Hernandez, seconded by Perez, to **approve Special Demand Register dated August 13, 2013**, carried as follows: Ayes: Vice Mayor Perez, Council Members Hernandez, Macias and Mayor Gomez; Noes: None; Absent: Council Member Amezcuita.

- 3.3 Approve changes to the City's Combi Bus Service Schedule and Proposition C Budget.**

**3. REGULAR AGENDA – (Continued)**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve changes to the City's Combi Bus Service Schedule and Proposition C Budget.

Irene Muro, CEO of the Oldtimers Foundation, displayed a PowerPoint presentation regarding proposed cuts in service for the City's combi bus transportation.

There being no objection, Mayor Gomez so ordered this item be continued.

**PUBLIC WORKS DEPARTMENT**

- 3.5 **Second Amendment to the Agreement with Consolidated Disposal Service, LLC for Commercial Refuse Disposal Services – Correction of typographical error.**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Authorize the City Manager to execute the corrected Second Amendment to the Agreement with Consolidated Disposal Services, LLC for continued uninterrupted commercial refuse disposal services on an interim basis.

There being no objection, Mayor Gomez so ordered this item approved.

Linda Caraballo addressed her concerns to City Council regarding certain agenda material not being available to the public and City Council for review prior to the City Council meeting.

**4. STUDY SESSION**

- 4.1 Ongoing discussion regarding City budget.

Director of Finance Morales displayed a PowerPoint presentation regarding the Fiscal Year 2013-2014 Continuation Budget. Chief of Police Cisneros, Director of Public Works/City Engineer Enriquez, and Director of Parks and Recreation Espinosa also displayed PowerPoint presentations regarding their respective department budgets.

Linda Caraballo commended the Huntington Park Police Department for assisting other agencies in taking down certain crime members. Ms. Caraballo inquired about the possibility of increasing revenues by allowing use of the courthouse building by other agencies to house and transport inmates and the possibility of increasing the asset forfeitures by allowing police officers to assist other agencies. Ms. Caraballo addressed her concerns with the proposed reclassification of a Management Analyst position at the Parks and Recreation Department.

Edgar Gordillo addressed City Council to oppose having a Parks and Recreation Commission.

Rodolfo Cruz inquired about the Police Department personnel and addressed her concerns with the City's financial status, including bonds.

Henry Garcia informed City Council that his newspaper was recognized by the State of Durango, Mexico and stated that the City of Detroit is bankrupt.

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

**5. CLOSED SESSION**

- 5.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION,  
Significant exposure to litigation pursuant to California Government Code  
Subdivision (b) of Section 54956.9: (2)

Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 8:28 p.m.

Following the closed session, the meeting was called to order in the Council Chambers at 8:36 p.m. Present: Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: Council Member Valentin Palos Amezcuita.

Interim Assistant City Attorney Larson reported out the following on the closed session items for CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to California Government Code Subdivision (b) of Section 54956.9: (2): 1) there was no reportable action taken; and 2) City Council authorized settlement in the amount of \$200 to Daniel Saucedo, Date of Incident: May 11, 2013.

Mayor Gomez declared the meeting adjourned at 8:36 p.m.

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Mario Gomez, Mayor

\_\_\_\_\_  
Rocio Martinez, Acting City Clerk

Minutes of the regular meeting of the City Council of the City of Huntington Park held Monday, August 19, 2013.

Following the Invocation, the Pledge of Allegiance to the Flag was led by Michael Orozco, 1<sup>st</sup> grade student at Aspire Titan Academy in Huntington Park. The meeting was called to order in the Council Chambers at 6:00 p.m. by Mayor Gomez. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Mayor Gomez and City Council presented a Certificate of Appreciation to Michael Orozco for leading the flag salute at the City Council meeting August 19, 2013.

Interim City Attorney Litfin called for public appearances and requested the City Council resolve into a closed session for the following

## **12. CLOSED SESSION**

### **12.3 Pursuant to California Government Code 54957, PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Marilyn Boyette, former City Clerk of the City of Huntington Park from 1976-2001 and Women of the Century, informed City Council that her statement at the August 5, 2013 City Council meeting covered the responsibilities of the City Clerk which were carried out with honesty, integrity, without prejudice and dedication to the City by City Clerk Ramirez for the past 12 years. Ms. Boyette stated that City Clerk Ramirez has been targeted and falsely accused. Ms. Boyette urged City Council to do what is right and just.

Jim Roberts, former Council Member for the City of Huntington Park from 1970-1990, apologized for not being able to present a statement at the August 5, 2013 City Council meeting and asked City Council to eliminate the issue involving an honest, valued and unprejudiced employee of the City. Mr. Roberts urged the City Manager to allow City Clerk Ramirez to continue to do her job as she has done for the past 12 years.

Rodolfo Cruz addressed City Council in support of City Clerk Ramirez.

Richard V. Loya, former Mayor and Council Member for the City of Huntington Park, briefed City Council on the definitions of ethics and professionalism. Mr. Loya addressed City Council in support of City Clerk Ramirez.

Elisa Rudolph-Perez addressed City Council in support of City Clerk Ramirez and urged City Council to do the right thing.

Linda Caraballo, former Council Member for the City of Huntington Park, addressed City Council in support of City Clerk Ramirez

Sandy Orozco, longtime resident of the City of Maywood and southeast community activist representing individuals suffering from Multiple Sclerosis, addressed City Council in support of City Clerk Ramirez.

Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 6:19 p.m.

Following the closed session, the meeting was called to order in the Council Chambers at 6:40 p.m. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

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

Mayor Gomez and City Council presented a Certificate of Recognition to Communities for a Better Environment (CBE) participants who completed the 16<sup>th</sup> Annual Environmental Justice 2013 Summer Training. Angie Zavala, representing CBE, thanked Council Member Macias for being the contact person in the City and

for recognizing CBE participants of the Justice 2013 Summer Training. Anabel Vazquez briefed City Council regarding the CBE youth participants' experience in the 16<sup>th</sup> Annual Environmental Justice 2013 Summer Training.

Bahram Fazeli, Policy Director with Communities for a Better Environment, displayed a PowerPoint presentation by Communities for a Better Environment (CBE) regarding the proposed Huntington Park Brown to Green Implementation Plan.

There being no objection, Mayor Gomez removed from Consent Calendar, Item No. 6.4: Resolution No. 2013-41 and called for oral communications on said item.

Council Member Amezcuita addressed his concern with language in Section 4 of Page 2 in Resolution No. 2013-41.

The following members of Communities for a Better Environment (CBE) addressed City Council in support of the proposed Huntington Park Brown to Green Implementation Plan: 1) Rosy Sifon; 2) Adam Ochoa; 3) Marlene; 4) Gerardo Gutierrez; 5) Iris Verduzco; 6) Juan Rosales; 7) Angie Zavala; and 8) Olga Medrano.

Mayor Gomez called for any other oral communications for this item, and hearing none, declared oral communications closed.

#### COMMUNITY DEVELOPMENT DEPARTMENT

##### 6.4 Resolution establishing the City's commitment to collaborate with Communities for a Better Environment on the Brown-to-Green Project.

###### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-41 establishing its commitment to collaborate with Communities for a Better Environment to implement the Brown-to-Green Project was presented. Motion by Perez, seconded by Hernandez, to adopt Resolution No. 2013-41 with the noted change to Page 2 of Resolution No. 2013-41 to replace Section 4 with Section 3 to read: "Any approvals of legally binding documents or commitment of financial resources of the City must first be approved by the City Council", carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

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

Vanessa Delgado, representative from Primestor Development, Inc., distributed a flyer to City Council regarding upcoming community outreach meetings scheduled on August 24, 2013 from 10:30 a.m. to 12:00 p.m. at Raul Perez Memorial Park and on August 29, 2013 from 6:00 p.m. to 7:00 p.m. regarding the Downtown Revitalization Project.

Representatives from Enterprising Leaders for the Advancement of Science and Technology in the Inner-City (ElastiCity) briefed City Council on the success of ElastiCity's recent science event at the Huntington Park Library and informed City Council of their future plans and events.

Edmundo Perez addressed his concerns with City Council Resolution No. 2013-39 fixing the rate of taxes to pay set cost of the Public Employees Retirement System and debt service of pension obligations bonds for the Fiscal Year 2013-2014 and levying taxes for said retirement system to the Fiscal Year beginning July 1, 2013.

Linda Caraballo addressed concerns to City Council regarding the constitutional right to freedom of speech and the City's administration.

Alex Reynoso, representing Reynoso's Hit N' Walk, thanked City Manager Bobadilla and Council Member Hernandez for being active with Reynoso's Hit N' Walk. Mr. Reynoso and Council Member Hernandez presented a \$500 certificate

towards free advertising in TVC Magazine to America Vive Foundation. A representative from America Vive Foundation invited City Council to attend their upcoming talent show at El Mariachi on September 22, 2013. Mr. Reynoso invited everyone to attend a drug and alcohol awareness event at Salt Lake Park and thanked City Manager Bobadilla for his involvement and dedication to various events. Mr. Reynoso thanked Council Member Hernandez, former Mayor Andy Molina, Leticia Martinez, Executive Director of The Greater Huntington Park Chamber of Commerce, and Eve Rodriguez for their involvement and dedication to Reynoso's Hit N' Walk.

Brian Barbosa, producer of TVC Magazine, introduced himself and informed City Council that TVC Magazine is new to the City and that they look forward to working with the City. Mr. Barbosa distributed copies of TVC Magazine.

Rodolfo Cruz addressed City Council in support of City Clerk Ramirez and addressed his concerns with a recently approved resolution fixing the rate of taxes to pay set cost of the Public Employees Retirement System and the Huntington Plaza Apartments.

Robert Cabrales, representing Communities for a Better Environment (CBE), provided an update to City Council regarding Senate Bill 811.

Yvonne Correa informed City Council she recently completed the Certified Emergency Response Team (CERT) class offered by Los Angeles County Supervisor Gloria Molina's Office at Salt Lake Park.

George addressed his concerns with the video quality of the City Council meeting recordings broadcast on the local access channel through Charter Communications.

Andy Molina, former Mayor of the City of Huntington Park and representative of the Southeast Churches Service Center, informed City Council that the Southeast Churches Service Center's 30<sup>th</sup> Anniversary is nearly approaching and offered to assist groups in the community that need assistance.

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

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

## **6. CONSENT CALENDAR**

### **OFFICE OF THE CITY CLERK**

6.1 Approve minutes of the following City Council meeting:

6.1-1 Regular meeting held Monday, August 5, 2013

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

### **FINANCE DEPARTMENT**

6.3 Approve Accounts Payable and Payroll Warrants dated August 19, 2013.

### **END OF CONSENT CALENDAR**

**7. REGULAR AGENDA**

**COMMUNITY DEVELOPMENT DEPARTMENT**

**7.1 Agreement with LA Business Connect, Inc. to provide business technical assistance to local business for the City of Huntington Park.**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve an agreement with LA Business Connect, Inc. to provide business technical assistance to local business for the City of Huntington Park.

Ruben Sanchez, representing LA Business Connect, Inc., displayed a PowerPoint presentation of the proposed City of Huntington Park Economic Development program to provide business technical assistance to local businesses in the City.

Motion by Gomez, seconded by Amezcuita, to approve an agreement with LA Business Connect, Inc. to provide business technical assistance to local business for the City of Huntington Park, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

Linda Caraballo addressed various concerns to City Council regarding approval of the agreement with LA Business Connect, Inc.

**POLICE DEPARTMENT**

**7.2 Request for Tow and Storage Fee Increase from H.P. Automotive & Tow, Inc.**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve the requested fee increase proposed by H.P. Automotive & Tow, Inc.

Motion by Gomez, seconded by Macias, to approve fee increase proposed by H.P. Automotive & Tow, Inc., LOST as follows: Ayes: Council Member Macias and Mayor Gomez; Noes: Council Member Amezcuita, Vice Mayor Perez, and Council Member Hernandez; Absent: None.

**POLICE DEPARTMENT**

**7.3 2012 Homeland Security Grant Program (HSGP).**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve the 2012 Homeland Security Grant Program Subrecipient Agreement between the City of Huntington Park and County of Los Angeles for 2012 Homeland Security Grant Program funding.
2. Authorize the City Manager to sign the agreement between the City of Huntington Park and County of Los Angeles.
3. Approve the Police Department to purchase equipment and services from 3M to complete this approved project.
4. Authorize the Finance Department to issue necessary purchase orders and make payments to facilitate the successful completion of this project.

7. REGULAR AGENDA – (Continued)

Motion by Perez, seconded by Macias, to approve the 2012 Homeland Security Grant Program Subrecipient Agreement between the City of Huntington Park and County of Los Angeles for 2012 Homeland Security Grant Program funding; authorize the City Manager to sign the agreement between the City of Huntington Park and County of Los Angeles; approve the Police Department to purchase equipment and services from 3M to complete this approved project; and authorize the Finance Department to issue necessary purchase orders and make payments to facilitate the successful completion of this project, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

8. CITY MANAGER'S AGENDA

8.1 Discussion and/or action regarding the League of California Cities 2013 Annual Conference Resolution Packet to be held in Sacramento, September 18 through 20, 2013. Motion by Amezcuita, seconded by Hernandez, to authorize the voting members previously appointed by City Council to vote on behalf of the City at the League of California Cities 2013 Annual Conference to be held in Sacramento, September 18 through 20, 2013 on the proposed Resolution Packet, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

8.2 Receive and file the report by City staff regarding the Annual Rate Adjustment for Residential Refuse Disposal Services provided by Waste Management Inc. Director of Public Works/City Engineer Enriquez presented a PowerPoint presentation for said item.

Janine Hamner, representing Waste Management, informed City Council that Waste Management Inc. has not received an annual Consumer Price Index (CPI) rate adjustment in a few years and requested Council approval.

9. CITY ATTORNEY'S AGENDA

9.1 Approve the Agreement for Provision of Attorney Services pertaining to water rights adjudication matters by and between the City of Huntington Park and Skaja, Daniels, Lister & Permuto, LLP.

Motion by Perez, seconded by Amezcuita, to approve the agreement for Provision of Attorney Services pertaining to water rights adjudication matters by and between the City of Huntington Park and Skaja, Daniels, Lister & Permuto, LLP., carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

10. WRITTEN COMMUNICATIONS

11. COUNCIL COMMUNICATIONS

11.1 Mayor Mario Gomez

11.2 Vice Mayor Rosa E. Perez

**11. COUNCIL COMMUNICATIONS – (Continued)**

**11.3 Council Member Ofelia Hernandez**

- 11.3-1 Discussion and/or action regarding the 6<sup>th</sup> Annual Family Healthy Walk to Reduce Obesity on September 14 and 15, 2013 from 8:00 am to 12:00 p.m. **There being no objection, Mayor Gomez directed the City Manager to work with the Chief of Police and staff to work on a plan with options to carry out the 6<sup>th</sup> Annual Family Healthy Walk to Reduce Obesity.**

**11.4 Council Member Valentin Palos Amezcua**

**11.5 Council Member Karina Macias**

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

**12. CLOSED SESSION**

- 12.1 Pursuant to Government Code Subdivision (a) of Section 54956.9  
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: Maez v. City of Huntington Park, Case No. VC060007

- 12.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED  
LITIGATION, Significant exposure to litigation pursuant to California  
Government Code Subdivision (b) of Section 54956.9: (1)

Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 9:21 p.m.

Following the closed session, the meeting was called to order in the Council Chambers at 9:51 p.m. Present: Council Member Valentin Palos Amezcua, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Interim City Attorney Litfin reported out that in closed session for Conference with Legal Counsel – Existing Litigation, Name of Case: Maez v. City of Huntington Park, Case No. VC060007, City Council unanimously approved a settlement in the amount of \$7,500; and for Conference with Legal Counsel – Anticipated Litigation, there was no reportable action taken.

Mayor Gomez declared the meeting adjourned at 9:52 p.m. in memory of the following individual:

**13. ADJOURNMENT**

- 13.1 Elaine Lopez, wife of Dave Lopez, CBS 2/KCAL 9 News and sister-in-law of Claude Bilodeau, Electrical Supervisor for the City of Huntington Park.

\_\_\_\_\_  
Mario Gomez, Mayor

\_\_\_\_\_  
Rocio Martinez, Acting City Clerk

CITY OF HUNTINGTON PARK

Date: 8/28/2013

Demand Register

9/3/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid YIN
3M	SS22898	221-8012-429.61-20	HG INT WHITE FILM ROLL	1,819.76	N
	SS23946	221-8012-429.61-20	HG RED PRISMATIC ROLL	735.76	N
	SS23947	221-8012-429.61-20	36x 50 BLACK FILM ROLL	398.74	N
				<b>2,954.26</b>	
ADAMSON POLICE PRODUCTS	INV112076	741-8060-431.43-20	POLICE PUSH BUMPER REPLCE	229.38	N
				<b>229.38</b>	
ADIR INTERNATIONAL EXPORT LTD	SEPTEMBER 2012	151-5030-465.56-32	SALES TX SHARING AGREEMNT	15,017.25	N
	MARCH 2013	151-5030-465.56-32	SALES TX SHARING AGREEMNT	20,054.25	N
				<b>35,071.50</b>	
ADMINISTRATIVE SERVICES COOP, INC.	313059	219-0250-431.56-45	JUL 13 ADMIN FEE	69,472.66	N
				<b>69,472.66</b>	
AFSCME COUNCIL 36	PPE 8/18/2013	802-0000-217.60-10	AFSCME DUES	793.80	Y
				<b>793.80</b>	
ALMA ROSA ARREDONDO	42550	111-0000-347.50-00	REFUND-KINDER BALLET	40.00	N
				<b>40.00</b>	
ALMA SANDOVAL	42196	111-0000-228.20-00	REFUND-RENTAL DEPOSIT	500.00	N
				<b>500.00</b>	
ALVAKA NETWORKS	150748SA	111-9010-419.56-64	INHOUSE NETWORK SERVICES	880.00	N
	150734NP	111-9010-419.56-64	ONSITE NETWORK ENGINEER	60.00	N
	150751SA	111-9010-419.56-64	ONSITE NETWORK ENGINEER	825.00	N
	150662SA	111-7010-421.56-41	ONSITE NETWORK SERVICES	1,552.50	N
	150729NP	111-7010-421.56-41	ONSITE NETWORK ENGINEER	8,613.75	N

CITY OF HUNTINGTON PARK

Date: 8/28/2013

Demand Register

9/3/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>11,931.25</b>	
AMERI PRIDE UNIFORM SERVICES INC	1400626670	111-8020-431.16-20	LAUNDRY/ RENTAL SERVICES	113.21	N
	1400626670	741-8060-431.61-20	LAUNDRY/ RENTAL SERVICES	23.00	N
	1400631182	111-8020-431.16-20	LAUNDRY/ RENTAL SERVICES	113.21	N
	1400631182	741-8060-431.61-20	LAUNDRY/ RENTAL SERVICES	23.00	N
				<b>272.42</b>	
AMERICAN CELEBRATIONS	116640	239-7055-424.61-23	TABLE COVER ROLL/ BALLOON	52.59	N
				<b>52.59</b>	
AMERICAN FAMILY LIFE ASSURANCE	PPE 8/18/2013	802-0000-217.50-40	CANCER INSURANCE	152.30	Y
				<b>152.30</b>	
AMERICAN PAPER PLASTIC SERVICES INC	913866	535-6090-452.61-20	JUMBO TOILET TISSUE	489.41	N
				<b>489.41</b>	
AMERICAN RENTALS INC	334187	111-6020-451.61-35	DUNK TANK	242.00	N
	334151	239-7055-424.61-23	CANOPY RENTALS	414.43	N
	332526	111-8010-431.61-20	TRAILER CONCRETE TUB	141.70	N
				<b>798.13</b>	
AMERICAN TRANSPORTATION SYSTEMS	45899	219-0250-431.57-70	TRANSPORTATION SERVICES	806.66	N
				<b>806.66</b>	
AMI ADINI & ASSOCIATES, INC.	10-51952	741-8060-431.43-20	AUG 13 UST MONTHLY SRVCS	165.00	N
				<b>165.00</b>	
ANDREW CALCAGNO	JULY 2013	111-3013-415.56-41	HEARING OFFICER FEE	40.00	N

CITY OF HUNTINGTON PARK

Date: 8/28/2013

Demand Register

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				40.00	
ANDREW WING	8/8/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				88.00	
ARROWHEAD MOUNTAIN SPRING WATER CO.	03H0030225171	111-3010-415.61-20	7/23-8/12/13 WATER DLVRY	24.53	N
	03H0030358998	111-5010-419.61-20	7/23-8/12/13 WATER DLVRY	26.37	N
				50.90	
AT&T	4601757	111-9010-419.53-10	Acct # 323-562-3128-044	86.10	N
	4601758	111-9010-419.53-10	Acct # 323-562-3633-687	30.94	N
	4601759	111-9010-419.53-10	Acct # 323-583-0593-325	14.85	N
	4601762	111-9010-419.53-10	Acct # 323-583-8419-053	25.49	N
	4602600	111-9010-419.53-10	Acct # 323-583-8991-035	86.10	N
	4581509	111-9010-419.53-10	Acct # 323-584-8719-427	30.60	N
	4576755	111-9010-419.53-10	Acct # 323-585-6595-912	15.62	N
	4601763	111-9010-419.53-10	Acct # 323-585-9359-921	58.66	N
	4601765	111-9010-419.53-10	Acct # 323-587-2716-694	16.11	N
	4581514	111-9010-419.53-10	Acct # 323-587-5410-365	14.68	N
	4585374	111-9010-419.53-10	Acct # 323-588-265-7606	15.14	N
	4585376	111-9010-419.53-10	Acct # 323-588-4577-827	14.99	N
	4585377	111-9010-419.53-10	Acct # 323-588-4997-398	15.94	N
	4601767	111-9010-419.53-10	Acct # 323-589-5717-677	16.11	N
	4561426	111-9010-419.53-10	Acct # 323-582-1602-448	14.67	N
	4561430	111-7010-421.53-10	Acct # 323-582-6382-610	20.02	N
	4561433	111-7010-421.53-10	Acct # 323-589-3522-063	75.93	N
	4581513	111-7010-421.53-10	Acct # 323-587-5211-498	293.33	N
	4581510	111-7010-421.53-10	Acct # 323-587-1150-862	17.00	N
	4593888	681-8030-461.53-10	Acct # 323-773-8138-237	106.99	N
				969.27	

CITY OF HUNTINGTON PARK

Date: 8/28/2013

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AT&T MOBILITY	X08142013	111-9010-419.53-10	Acct # 832433777	1,282.68	N
	X08142013	111-7010-421.53-10	Acct # 832433777	1,949.93	N
	X08142013	111-7010-421.53-10	Acct # 993625860	1,532.62	N
	X08142013	111-7010-421.53-10	Acct # 287025492208	369.06	N
	X08142013	111-7010-421.53-10	Acct # 830678858	186.17	N
	X08142013	111-7010-421.53-10	Acct # 870062392	799.50	N
				<b>6,119.96</b>	
AT&T PAYMENT CENTER	8/7-9/6/2013	111-9010-419.53-10	Acct # 337-841-4284-3333	31.71	N
	8/7-9/6/2013	111-9010-419.53-10	Acct # 337-841-4285-3332	31.71	N
	8/7-9/6/2013	111-9010-419.53-10	Acct # 337-841-4286-3331	31.71	N
	8/7-9/6/2013	111-9010-419.53-10	Acct # 337-841-4287-3330	31.71	N
	8/7-9/6/2013	111-9010-419.53-10	Acct # 337-841-4288-3339	96.49	N
	8/7-9/6/2013	111-9010-419.53-10	Acct # 337-841-4289-3338	189.07	N
	8/7-9/6/2013	111-9010-419.53-10	Acct # 337-841-4292-3333	78.30	N
	8/7-9/6/2013	111-9010-419.53-10	Acct # 065-101-2843-7813	297.55	N
				<b>788.25</b>	
ATKINSON, ANDELSON, LOYA, RUUD &	432141	111-0220-411.32-10	JUN 13 GEN LEGAL SERVICES	602.77	N
				<b>602.77</b>	
B & B CHECK CASHING	3708	111-0000-228.70-00	OVERPAYMENT REFUND	15.00	N
				<b>15.00</b>	
B&L MASTERCARE	39566	220-8010-431.61-20	BLACK LINERS	1,999.89	N
				<b>1,999.89</b>	
BACKGROUNDS UNLIMITED	2483	111-7010-421.56-41	BACKGROUND INVESTIGATION	892.60	N
	2482	111-7010-421.56-41	BACKGROUND INVESTIGATION	897.80	N

**CITY OF HUNTINGTON PARK**  
**Demand Register**  
**9/3/2013**

Date: 8/28/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>1,790.40</b>	
BARR & CLARK INC	36204	246-5098-463.73-10	LBP CLEARANCE	285.00	N
	36180	246-5098-463.73-10	LBP CLEARANCE	225.00	N
	36087	246-5098-463.73-10	LBP CLEARANCE INSPECT	240.00	N
	36047	246-5098-463.73-10	LBP CLEARANCE INSPECT	600.00	N
	36051	246-5098-463.73-10	LBP CLEARANCE INSPECT	800.00	N
	36060	246-5098-463.73-10	LBP CLEARANCE INSPECT	285.00	N
	36069	246-5098-463.73-10	LBP CLEARANCE INSPECT	150.00	N
				<b>2,585.00</b>	
BRINK'S INC.	2429690370	231-3024-415.33-10	AUG 13 BANK COURIER SRVCS	89.08	N
	2429690370	111-3010-415.33-10	AUG 13 BANK COURIER SRVCS	178.15	N
	2429690370	681-3022-415.33-10	AUG 13 BANK COURIER SRVCS	178.15	N
				<b>445.38</b>	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 8/4/2013	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	37,615.12	N
	PPE 8/4/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	22,924.35	N
	PPE 8/4/2013	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	69,944.06	N
				<b>130,483.53</b>	
CALIFORNIA CERTIFIED INTERPRETERS	6837	111-9010-419.56-41	HEADSET EQUIPMENT RENTAL	98.10	N
				<b>98.10</b>	
CALPERS	1067	746-0213-413.52-30	SEP 13 HEALTH PREMIUM	165,751.65	N
	1067	746-0213-413.56-41	SEP 13 ADMIN FEES	466.49	N
	1067	217-0230-413.28-00	SEP 13 HEALTH PREMIUM	108,017.65	N
	1067	217-0230-413.56-41	SEP 13 ADMIN FEES	466.49	N
				<b>274,702.28</b>	

**CITY OF HUNTINGTON PARK**

Date: 8/28/2013

**Demand Register**

**9/3/2013**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description</b>	<b>Transaction Amount</b>	<b>Prepaid Y/N</b>
CANNON SPORTS,INC	448553	535-6090-452.61-20	BASKETBALL NET	34.03	N
				<b>34.03</b>	
CANON	13001263	111-3011-419.43-05	SEP 13 COPIER LEASE PYMNT	332.02	N
	13001263	681-3022-415.43-05	SEP 13 COPIER LEASE PYMNT	332.02	N
				<b>664.04</b>	
CENTRAL BASIN MWD	HP-JUL13	681-8030-461.41-00	WATER SERVICE CHARGE	58,011.57	N
				<b>58,011.57</b>	
CENTRAL FORD	215392	741-8060-431.43-20	OIL DRAIN PLUG	42.77	N
				<b>42.77</b>	
CENTURY 21 POWER HOUSE REALTY	41644	111-0000-228.20-00	REFUND-RENTAL DEPOSIT	500.00	N
				<b>500.00</b>	
CHRISTIAN ESPINOZA	3124205	111-0000-228.70-20	PARKING TICKET REFUND	47.50	N
				<b>47.50</b>	
CITY OF HUNTINGTON PARK - DENTAL	PPE 8/18/2013	746-0000-217.50-20	CITY OF HP-DENTAL	1,607.32	N
				<b>1,607.32</b>	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 8/18/2013	802-0000-217.30-30	SECTION 125	287.49	Y
				<b>287.49</b>	
CITY OF HUNTINGTON PARK GEA	PPE 8/18/2013	802-0000-217.60-10	GEN EMPLOYEE DUES/LGL SRV	164.50	Y
				<b>164.50</b>	

**CITY OF HUNTINGTON PARK**  
**Demand Register**  
**9/3/2013**

Date: 8/28/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CITY OF HUNTINGTON PARK- HEALTH	PPE 8/18/2013	746-0000-217.50-10	CITY OF HP-HEALTH	1,650.01	N
				<b>1,650.01</b>	
CLAUDIA SEPULVEDA	43067	111-0000-347.50-00	REFUND-PIANO CLASS	25.00	N
				<b>25.00</b>	
CLINICAL LAB OF SAN BERNARDINO, INC	930090	681-8030-461.56-41	JUL 13 WATER SAMPLE TEST	1,427.25	N
				<b>1,427.25</b>	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 8/18/2013	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,917.03	Y
				<b>1,917.03</b>	
COMPUTER SERVICE COMPANY	3845-00170	221-8014-429.56-41	POLE INSTALLATION/REMOVAL	4,743.70	N
	3845-00171	221-8014-429.56-41	2 TYPE 15 POLES	1,820.00	N
				<b>6,563.70</b>	
CONTRACTORS DEPOT	25389	111-7022-421.61-29	PORTABLE HEATER	724.55	N
				<b>724.55</b>	
COPPER THEFT SOLUTION	W131918090814	111-7010-421.59-10	REGISTRATION- E COBIAN	125.00	N
	W131918090810	111-7010-421.59-10	REGISTRATION- M. GAGELLOS	125.00	N
				<b>250.00</b>	
D&R OFFICE WORKS, INC.	0091028-IN	239-6060-466.61-20	OFFICE FURNITURE	850.00	N
	0091028-IN	111-6010-451.74-10	OFFICE FURNITURE	1,003.00	N
				<b>1,853.00</b>	
DAISY MARTINEZ	42190	111-0000-347.50-00	REFUND-KINDER BALLE	40.00	N

CITY OF HUNTINGTON PARK

Date: 8/28/2013

Demand Register

9/3/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				40.00	
DANIEL SAUCEDO	5/11/2013	745-9031-413.52-30	CLAIM SETTLEMENT	200.00	Y
				200.00	
DATAPROSE, INC.	746099	681-8030-461.54-00	JUL 13 BILLING STATEMENTS	33.18	N
	746099	681-3022-415.53-20	JUL 13 POSTAGE CYCLE	1,108.25	N
	746099	242-5050-463.61-20	JUL 13 SPECIAL INSERTS	26.22	N
	746099	681-3022-415.56-41	JUL 13 SPECIAL INSERTS	787.86	N
				1,955.51	
DE LAGE LANDEN	18970595	111-7010-421.44-10	AUG 13 COPIER LEASE PYMNT	685.56	N
				685.56	
DELL MARKETING L.P.	XJ5R587P1	111-3010-415.61-20	DELL PRINTER	126.10	N
	XJ5R4P1X9	111-3010-415.61-20	DELL PRINTER TONER	171.87	N
				297.97	
DEPARTMENT OF JUSTICE	983176	111-7030-421.56-41	JUL 13 FINGERPRINT APPS	742.00	N
				742.00	
DONS LOCKSMITH	21761	111-8010-431.61-20	KEY DUPLICATES	150.00	N
				150.00	
DOOLEY ENTERPRISES, INC.	48849	111-7010-421.61-22	AMMUNITION	281.88	N
				281.88	
DUNCAN PRINTING CO	12107	111-9010-419.61-20	HOLIDAY CLOSING SIGNS	78.30	N

**CITY OF HUNTINGTON PARK**  
**Demand Register**  
**9/3/2013**

Date: 8/28/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				<b>78.30</b>	
DUNN EDWARDS CORPORATION	2009148799	221-8012-429.61-20	PAINT SPRAYER GUN	237.84	N
				<b>237.84</b>	
E S PRESS INC.	5831	111-7010-421.61-20	TRAINING DVD AND BOOK	350.00	N
				<b>350.00</b>	
EDITH HUEVOPA	41676	111-0000-347.50-00	REFUND-PRE-BALLET	40.00	N
				<b>40.00</b>	
ELISA CHAVEZ	40955	111-0000-228.20-00	REFUND-RENTAL DEPOSIT	500.00	N
				<b>500.00</b>	
EMBASSY COUNSULTING SERVICES	9/17/2013	111-7010-421.59-10	REFISTRATION- C. LOZANOPU	35.00	N
				<b>35.00</b>	
EMPLOYMENT DEVELOPMENT DEPT.	66167	741-8060-431.43-20	NOTICE OF LEVY-COMSERCO	103.94	N
				<b>103.94</b>	
ENTERPRISE FM TRUST	FBN2391886	229-7010-421.74-10	AUG 13 CAR LEASE PYMNT	662.94	N
	FBN2391886	229-7010-421.74-10	AUG 13 LICENSE/TITLE/ TAX	233.00	N
	FBN2378900	229-7010-421.74-10	JUL 13 CAR LEASE PAYMENT	662.94	N
				<b>1,558.88</b>	
ENVIRONMENTAL & CHEMICAL CONSULTING	1975	741-8060-431.43-20	HAZARDOUS WASTE DISPOSAL	1,554.66	N
				<b>1,554.66</b>	
ERIKA GARCIA	42553	111-0000-347.50-00	REFUND-PRE-BALLET	40.00	N

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				40.00	
ERIKA SANTILLAN	41699	111-0000-347.50-00	REFUND-KINDER BALLET	40.00	N
				40.00	
EWING IRRIGATION PRODUCTS, INC.	6811119	535-6090-452.61-20	IRRIGATION BLACK WIRE	293.38	N
	3-1644695	741-8060-431.43-20	TRANSMISSION FILTER	24.87	N
	3-1645207	741-8060-431.43-20	RADIATOR UNIT # 910	123.60	N
				441.85	
F&A FEDERAL CREDIT UNION	PPE 8/18/2013	802-0000-217.60-40	F & A CREDIT UNION	23,264.68	N
				23,264.68	
FELIPE VALDIVIA	20709-23382	681-0000-228.70-00	WATER FINAL BILL REFUND	72.60	N
				72.60	
FIRESTONE COMPLETE AUTO CARE	105390	741-8060-431.43-20	TIRE PACKAGE INSTALL	1,917.97	N
	105539	741-8060-431.43-20	CREDIT MEMO # 277	-3.82	N
				1,914.15	
FIRST CHOICE SERVICES	413109	111-9010-419.61-20	COFFEE SUPPLIES	291.96	N
				291.96	
GALLS RETAIL CA LOCK BOX	335662	111-7022-421.61-24	POLICE UNIFORM TROUSERS	262.66	N
	338235	111-7022-421.61-24	POLICE UNIFORM	111.03	N
	334690	111-7022-421.61-24	POLICE UNIFORM	141.59	N
	336594	111-7022-421.61-24	POLICE UNIFORM	113.25	N
	336870	111-7022-421.61-24	POLICE UNIFORM	111.03	N
	336873	111-7022-421.61-24	POLICE UNIFORM	111.03	N

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GALLS RETAIL CA LOCK BOX	335981	111-7022-421.61-24	POLICE UNIFORM	113.25	N
				<b>963.84</b>	
GEORGE OROZCO	3098603	111-0000-351.10-10	OVERPAYMENT REFUND	137.00	N
				<b>137.00</b>	
GEORGINA AYALA	16699-25424	681-0000-228.70-00	CREDIT BALANCE REFUND	126.32	N
				<b>126.32</b>	
GERARDO GUILLEN	43113	111-0000-347.50-00	REFUND-PEEWEE SPORTS	55.00	N
				<b>55.00</b>	
GILBERT LUGO	3723-22302	681-0000-228.70-00	OVERPAYMENT REFUND	50.00	N
				<b>50.00</b>	
GLORIA IBARRA	41821	111-0000-347.50-00	REFUND-KINDER BALLE	40.00	N
				<b>40.00</b>	
GOODYEAR TIRE & RUBBER COMPANY	901575109	741-8060-431.43-20	TIRES UNIT # 952	823.75	N
				<b>823.75</b>	
GRAFFITI PROTECTIVE COATINGS INC.	1005-0713	111-8095-431.56-75	JUL 13 GRAFFITI REMOVAL	20,521.10	N
	1005-0713	239-8095-431.56-75	JUL 13 GRAFFITI REMOVAL	4,666.66	N
	2205-0713	111-8095-431.56-75	JUL 13 PARK GRAFFITI RMVL	6,175.00	N
	3326-0713	220-8070-431.56-41	JUL 13 BUS STOP MAINT	6,151.86	N
				<b>37,514.62</b>	
GREEN FOLDER LLC	20875-21382	681-0000-228.70-00	WATER FINAL BILL REFUND	48.15	N
				<b>48.15</b>	

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GUSTAVO HERNANDEZ	4/6-8/8/2013	111-6030-451.61-35	PURCHASE REIMBURSEMENT	39.74	N
	4/6-8/8/2013	111-6040-451.61-35	PURCHASE REIMBURSEMENT	95.84	N
				<b>135.58</b>	
HABASHY LAW FIRM, PC AND	4/23/2011	745-9031-413.52-30	CLAIM SETTLEMENT	7,500.00	Y
				<b>7,500.00</b>	
HDL COREN & CONE	0019151-IN	111-9010-419.56-41	APR-JUN 13 CONTRACT SRVCS	1,625.00	N
				<b>1,625.00</b>	
HERNANDEZ SIGNS, INC.	12900	535-6090-452.61-20	PRINTED DECALS	87.20	N
				<b>87.20</b>	
HOME DEPOT	5093323	111-8010-431.61-20	TIE DOWN STRAP	9.72	N
	0970410	111-8010-431.61-20	IRRIGATION SUPPLIES	40.03	N
	1584960	111-8010-431.61-20	CURB PAINTING SUPPLIES	41.34	N
	1584960	111-8010-431.61-20	CONCRETE FORMING MATERIAL	61.37	N
	8083559	111-7020-421.43-10	POWER INSTALLATION	73.39	N
	7582969	741-8060-431.43-20	CHLORINE MAINT TABLETS	58.82	N
	7572295	111-6022-451.43-10	CUBICLE INSTALLATION PWR	38.38	N
				<b>323.05</b>	
HOME DEPOT CREDIT SERVICES	3087753	239-7055-424.61-23	DOUBLE LOCK CABLE TIES	7.05	N
				<b>7.05</b>	
HOME DEPOT U.S.A. INC.	SEPTEMBER 2012	151-5030-465.56-32	SALES TX SHARING AGREEMNT	88,849.95	N
	MARCH 2013	151-5030-465.56-32	SALES TX SHARING AGREEMNT	93,786.35	N
				<b>182,636.30</b>	

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HUMBERTO RANGEL	6/6-7/18/2013	111-6060-466.33-20	BEGINERS SALSA	44.80	N
				<b>44.80</b>	
HUMPHREY'S HALF MOON INN	9/23-9/27/2013	111-7010-421.59-20	LODGING- R. MARETTI	535.36	N
				<b>535.36</b>	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 8/18/2013	802-0000-217.60-10	POLICE MANAGEMENT DUES	140.00	Y
				<b>140.00</b>	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 8/18/2013	802-0000-217.60-10	POLICE OFFICERS ASSN DUES	4,400.90	Y
				<b>4,400.90</b>	
HUNTINGTON PARK RUBBER STAMP CO.	0245807-IN	111-7010-421.61-20	ENGRAVED NAMEPLATES	22.78	N
				<b>22.78</b>	
HYUNDAI MOTOR FINANCE	1210457940	111-0210-413.15-50	CITY CAR LEASE PAYMENT	576.33	Y
				<b>576.33</b>	
INTERNATIONAL ASSOCIATION FOR	12/3-12/4/2013	111-7010-421.59-10	REGISTRATION-J NAVARETTE	350.00	N
				<b>350.00</b>	
IRENE NACHEREIHER	20515-10542	681-0000-228.70-00	WATER FINAL BILL REFUND	84.15	N
				<b>84.15</b>	
JANET MEDINA	8890	111-0000-321.10-50	OVERPAYMENT REFUND	32.56	N
				<b>32.56</b>	
JANO BEDERIAN	8/6/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N

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				<b>88.00</b>	
JARED LLOYD	6/3-6/24/2013	111-6060-466.33-20	BASKETBALL SKILLS CAMP	378.40	N
				<b>378.40</b>	
JCL BARRICADE	70378	221-8012-429.61-20	BARRICADE FLASHERS	898.92	N
	71105	221-8012-429.61-20	CUSTOM SIGNS	456.98	N
	71352	221-8012-429.61-20	CUSTOM SIGNS	280.26	N
				<b>1,636.16</b>	
JEFF WIGHTMAN	8/10/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				<b>88.00</b>	
JERRY SANDERS	8/13/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				<b>88.00</b>	
JERRY'S AUTO BODY, INC.	28166	741-8060-431.43-20	TAILGATE REPAIR	584.06	N
				<b>584.06</b>	
JERRYS TRANSMISSION SERVICE	37864	741-8060-431.43-20	UNIT # 901 TRANSMISSION	1,981.00	N
				<b>1,981.00</b>	
JOSEPH KEARNEY	8/10/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				<b>88.00</b>	
JUAN C CARBAJAL	3059-1374	681-0000-228.70-00	WATER DEPOSIT REFUND	20.00	N
				<b>20.00</b>	
KURT J. CAMP	HP00036	111-7030-421.56-41	LAFIS DATABASE PRINTS	900.00	N

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KURT J. CAMP	HP00037	111-7030-421.56-41	LAFIS DATABASE PRINTS	300.00	N
				<b>1,200.00</b>	
LA COUNTY SHERIFF'S DEPT	140173WC	111-7022-421.56-41	JUL 13 CUSTODY FOOD SRVCS	1,188.58	N
	140157DA	111-3013-415.56-41	JUL 13 HEARING OFFICER	60.00	N
				<b>1,248.58</b>	
LAW OFFICES OF GORDON K. ENG	578	111-0000-392.10-00	MAY13 LEGAL SERVICES	940.00	N
	654	111-0000-392.10-00	JUL 13 LEGAL SERVICES	620.00	N
				<b>1,560.00</b>	
LAW OFFICES OF JONES & MAYER	64173	111-0220-411.32-20	MAY 13 LEGAL SERVICES	514.50	N
	63751	111-0220-411.32-20	APR13 LEGAL SERVICES	462.00	N
	64817	111-0220-411.32-20	JUL 13 LEGAL SERVICES	1,155.23	N
				<b>2,131.73</b>	
LAWRENCE R MOSS & ASSOCIATES	93282	212-6010-451.73-10	LANDSCAPE ARCHITECTURE	10,300.00	Y
				<b>10,300.00</b>	
LB JOHNSON HARDWARE CO #1	656860	111-8010-431.61-20	VELCRO STRAPS/ STAPLES	21.54	N
	656901	111-8010-431.61-20	NO TRESSPASIING SIGNS	43.51	N
	656835	111-8010-431.61-20	COUPLE FLEX	19.60	N
	656450	111-8010-431.61-20	QUICK COUPLE FLEX	13.28	N
	656408	111-8010-431.61-20	STRAINERS	24.49	N
				<b>122.42</b>	
LENTZ LOCKSMITH SERVICE	10165	741-8060-431.43-20	KEY DUPLICATES	34.07	N
				<b>34.07</b>	

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LEO AGREDANO	20649-23156	681-0000-228.70-00	WATER FINAL BILL REFUND	77.86	N
				<b>77.86</b>	
LGP EQUIPMENT RENTALS INC	7242013	111-8010-431.61-20	STUMP GRINDER RENTAL	247.30	N
				<b>247.30</b>	
LINGO INDUSTRIAL ELECTRONICS	32024	221-8014-429.61-20	ASSORTED COLORED LENSES	1,286.43	N
	32018	221-8014-429.61-20	ASSTD COLORED LED LENSES	741.77	N
				<b>2,028.20</b>	
MAG SWEEPING, INC.	AUGUST 2013	111-8010-431.56-41	STREET SWEEPING SERVICES	55,663.55	N
	AUGUST 2013	220-8070-431.56-41	STREET SWEEPING SERVICES	4,203.33	N
	AUGUST 2013	220-8010-431.56-41	STREET SWEEPING SERVICES	2,333.33	N
	AUGUST 2013	231-3024-415.56-41	STREET SWEEPING SERVICES	8,333.33	N
	AUGUST 2013	533-5020-463.56-41	STREET SWEEPING SERVICES	3,333.33	N
				<b>73,866.87</b>	
MAGIC JUMP RENTALS, INC.	61096	111-6020-451.61-35	BUNGEE BASKETBALL RENTAL	225.00	N
				<b>225.00</b>	
MALADY TRUCK PARTS INC.	120683	741-8060-431.43-20	12V SOLINOID UNIT # 207	29.80	N
	120665	741-8060-431.43-20	TRAILER LIGHT CORD	137.65	N
				<b>167.45</b>	
MANAGED HEALTH NETWORK	32000002452	746-0213-413.52-30	SEP 13 HEALTH PREMIUM	1,551.76	N
				<b>1,551.76</b>	
MARIA E. ZACARIAS	18093-9440	681-0000-228.70-00	WATER CREDIT BAL REFUND	193.00	N
				<b>193.00</b>	

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MARIA LOBOS	42711	111-0000-347.50-00	REFUND-KINDER BALLE	40.00	N
				40.00	
MARIA LOURDES VIERRA	42712	111-0000-347.50-00	REFUND-BEGINNING BALLE	40.00	N
				40.00	
MARIA OROZCO	42219	111-0000-347.50-00	REFUND-PRE BALLE	40.00	N
				40.00	
MARIA RIVERA	42469	111-0000-347.50-00	REFUND-PRE BALLE	40.00	N
				40.00	
MARIA ROSAS	42532	111-0000-347.50-00	REFUND-KINDER BALLE	40.00	N
				40.00	
MARYLOU ASCENCION	7/16/2013	111-0210-413.61-20	PURCHASE REIMBURSEMENT	862.53	Y
				862.53	
MATTHEW GUTIERREZ	8/8-8/15/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	176.00	N
				176.00	
MCMASTER-CARR SUPPLY CO.	56599661	741-8060-431.56-41	SWIVEL CASTER WHEELS	32.79	N
				32.79	
MICHAEL R KARAHALIOS	21047-5982	681-0000-228.70-00	CREDIT BALANCE REFUND	62.09	N
				62.09	
MILADI RODRIGUEZ	42110	111-0000-347.50-00	REFUND-PRE BALLE	40.00	N

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				40.00	
MIRNA ACEITUNO	16955-5902	681-0000-228.70-00	WATER CREDIT BAL REFUND	11.99	N
				11.99	
MISC-ELECTION REIMBURSEMENTS	3/5/2013	111-1010-411.31-10	PRECINCT CLERK	80.00	N
				80.00	
MISC-ONE TIME VENDORS	8/21/2013	111-0110-411.65-12	REGISTRATION-O. HERNANDEZ	20.00	Y
				20.00	
NAPA PARTS WHOLESALE	041877	741-8060-431.43-20	OIL FILTER	137.01	N
				137.01	
NATION WIDE RETIREMENT SOLUTIONS	PPE 8/18/2013	802-0000-217.40-10	DEFERRED COMP	21,930.06	N
				21,930.06	
NATIONAL CONSTRUCTION RENTALS INC	3708133	212-6010-451.73-10	6 FT TEMP PANELS	756.00	N
				756.00	
NICK ALEXANDER RESTORATION	2889	741-8060-431.43-20	FLOOR MAT REPAIR	52.50	N
				52.50	
NOEMI NESTOR	41741	111-0000-347.50-00	REFUND-KINDER BALLE	40.00	N
				40.00	
NORWALK SUPERIOR COURT	JUNE 2013	111-3010-415.56-10	PARKING BAIL SURCHAGES	16,675.00	N
	AUGUST 2011	111-3010-415.56-10	BAIL FOREFEITURES SURCHRG	6,102.00	N
				22,777.00	

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O'REILLY AUTO PARTS	2959-134663	741-8060-431.43-20	GASKET	272.25	N
	2959-133390	741-8060-431.43-20	SEAL BEAM #340	17.75	N
	2959-135206	741-8060-431.43-20	FLUID TESTER	100.62	N
	2959-134808	741-8060-431.43-20	BATTERY	94.36	N
				<b>484.98</b>	
OLDTIMERS FOUNDATION	APR-JUN 13	239-5210-463.57-84	SENIOR NUTRITION PROGRAM	3,562.25	N
				<b>3,562.25</b>	
OLIVIER & DOYLE BODY SHOP	10088	741-8060-431.43-20	UNIT # 906 REPAIRS	1,494.04	N
				<b>1,494.04</b>	
ORANGE COUNTY SHERIFF'S DEPT	11/19-11/21/13	111-7010-421.59-20	REGISTRATION- J SETTLES	55.00	N
	11/19-11/21/13	111-7010-421.59-20	REGISTRATION- S.THORESON	55.00	N
				<b>110.00</b>	
ORDWAY SIGN SUPPLY	451486	221-8012-429.61-20	SIGN MAKING SUPPLIES	227.29	N
				<b>227.29</b>	
PAC HP HOLDINGS LLC	SEPTEMBER 2013	111-7022-421.44-10	PD SUBSTATION RENT	105.00	N
				<b>105.00</b>	
PATRICIA ZARAGOZA	43179	111-0000-347.50-00	REFUND-HIP HOP I	20.00	N
				<b>20.00</b>	
PECHANGA RESORT & CASINO	8/29/2013	219-0250-431.57-70	REFUNDABLE BUS DEPOSIT	500.00	Y
				<b>500.00</b>	

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PITNEY BOWES	2861342-AU13	111-7040-421.56-41	MAILING SYSTEM RENTAL	891.00	N
				<b>891.00</b>	
PLANET FITNESS	21143-20834	681-0000-228.70-00	WATER DEPOSIT REFUND	200.00	N
				<b>200.00</b>	
POSTAGE BY PHONE RESERVE ACCT	9/3/2013	111-9010-419.53-20	POSTAGE METER REPLENISH	2,000.00	N
				<b>2,000.00</b>	
PRUDENTIAL OVERALL SUPPLY	50505535	111-8022-419.43-10	MAT CLEANING SERVICES	26.13	N
	50505534	111-6010-451.56-41	MAT CLEANING SERVICES	68.39	N
	50505533	111-6010-451.56-41	MAT CLEANING SERVICES	37.18	N
				<b>131.70</b>	
PUBLIC ENGINEERING SERVICES	50505536	111-7010-421.61-20	MAT CLEANING SERVICES	15.90	N
				<b>15.90</b>	
PURCHASE POWER	14982136	111-7040-421.56-41	POSTAGE METER REFILL	554.00	N
				<b>554.00</b>	
PVP COMMUNICATIONS	17524	111-7022-421.61-29	HELMET KIT INSTALLATION	208.82	N
	17263	111-7022-421.61-29	3.7 VDC ION BATTERY	42.42	N
				<b>251.24</b>	
QUALITY CODE PUBLISHING LLC	2013-269	111-1010-411.56-41	MUNICODE CODIFICATION	3,011.86	N
				<b>3,011.86</b>	
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0093953-IN	231-3024-415.61-20	METER POLES	469.75	N
				<b>469.75</b>	

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RAQUEL RIOS	42211	111-0000-347.50-00	REFUND-KINDR BALLE	40.00	N
				40.00	
REYNALDO DE LA TORRE	8/6-8/13/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	176.00	N
				176.00	
RG INDUSTRIES	178353	535-8016-431.61-45	MERCURY STREET LIGHTING	610.40	N
				610.40	
RHYME UNIVERSITY INC	1135191-IN	111-6020-451.61-35	TASSELS AND SASHES	322.21	N
				322.21	
RICK CUIEL	8/13/2013	111-7030-421.61-20	PURCHASE REIMBURSEMENT	64.81	N
				64.81	
RICOH USA, INC.	23743285	111-9010-419.61-20	AUG 13 COPIER LEASE PYMNT	1,616.34	N
	5025432103	111-6010-451.56-41	PRINTER FEES 12/14-3/13	162.48	Y
				1,778.82	
ROBERT AGUIRRE	8/17/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	66.00	N
				66.00	
ROBERTO CUETO	41782	111-0000-228.20-00	REFUND- RENTAL DEPOSIT	500.00	Y
				500.00	
ROBERTSONS	178434	111-8010-431.61-20	READY MIX CONCRETE MIX	501.40	N
	182605	111-8010-431.61-20	CONCRETE MIX	621.30	N
				1,122.70	

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RUTAN & TUCKER, LLP	668819	111-0220-411.32-70	JUL 13 GEN LEGAL SERVICES	26,845.78	N
	668824	111-0220-411.32-70	JUL 13 LGL SERVICES-RUIZ	20.00	N
	668825	111-0220-411.32-70	JUL 13 FINANCIAL ISSUES	220.91	N
	668827	111-0220-411.32-70	JUL 13 LGL SERVICES-OSO	2,240.00	N
	668820	681-8030-461.32-70	JUL 13 WTR LEGAL SERVICES	1,220.00	N
	668821	681-8030-461.32-70	JUL 13 WRD LEGAL SERVICES	6,963.69	N
	668826	286-8050-432.32-70	JUL13 TRASH LGL SERVICES	920.00	N
	668822	283-8040-432.32-70	JUL13 STORMWATER SERVICES	3,100.00	N
				<b>41,530.38</b>	
S & A ENGINE, INC.	45505	111-8010-431.61-20	SAW HOSE CONNECTORS	25.72	N
	45585	741-8060-431.61-20	UNIT # 207 STARTER	173.89	N
				<b>199.61</b>	
SAFETY KLEEN	61317002	741-8060-431.43-20	5G BRAKE CLEANER/ WASHERS	530.03	N
				<b>530.03</b>	
SALVATION ARMY	APR-JUN 2013	239-5210-463.57-85	FAMILY SERVICE PROGRAM	3,386.79	N
	STES 2068671	283-8040-432.56-41	JUN 13 SEWER HOT SPOT	4,613.05	N
				<b>7,999.84</b>	
SAUL GUARDADO	8/17/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	66.00	N
				<b>66.00</b>	
SHELL FLEET PLUS	079043758308	111-7010-421.61-20	CITY FUEL PURCHASE	296.65	Y
				<b>296.65</b>	
SKS INC	N735930-IN	741-8060-431.62-30	55 GLS MOBIL SPECIAL	564.58	N

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				<b>564.58</b>	
SMART & FINAL	108545	111-6020-451.61-35	FOOD SUPPLIES-DAY CAMP	34.84	N
	118787	111-0210-413.64-00	PASTRIES/ FRUIT	60.77	N
	112502	121-7040-421.56-14	JAIL SUPPLIES	261.00	N
				<b>356.61</b>	
SOKHOM CHHEOUN	40944	111-0000-228.20-00	REFUND-DEPOSIT	340.00	N
				<b>340.00</b>	
SOUTHERN CALIFORNIA EDISON	7/9-8/6/2013	681-8030-461.62-20	Acct # 2-01-854-9501	8,465.26	N
	7/9-8/7/2013	111-6022-451.62-10	Acct # 2-01-854-7489	24.79	N
	7/10-8/8/2013	111-6022-451.62-10	Acct # 2-32-564-3120	27.55	N
	6/27-7/29/2013	535-8016-431.62-10	Acct # 2-28-666-9353	85.41	N
	7/11-8/9/13	535-8016-431.62-10	Acct # 2-29-179-3487	121.60	N
	7/11-8/9/13	535-8016-431.62-10	Acct # 2-29-179-3537	101.52	N
	7/10-8/8/13	535-8016-431.62-10	Acct # 2-29-179-3594	119.06	N
	7/11-8/9/13	535-8016-431.62-10	Acct # 2-29-179-3610	98.17	N
	7/10-8/8/13	535-8016-431.62-10	Acct # 2-29-179-3750	101.86	N
	7/11-8/9/13	535-8016-431.62-10	Acct # 2-29-179-3792	110.47	N
	7/17-8/15/13	111-8020-431.62-10	Acct # 2-01-855-1671	1,818.93	N
	7/17-8/15/13	111-8020-431.62-10	Acct # 2-01-855-1747	41.41	N
	7/17-8/15/13	111-6022-451.62-10	Acct # 2-01-855-1630	25.44	N
	7/17-8/15/13	111-6022-451.62-10	Acct # 2-03-994-9920	741.93	N
	7/17-8/15/13	111-6022-451.62-10	Acct # 2-01-855-1812	532.96	N
	7/17-8/15/13	111-6022-451.62-10	Acct # 2-03-995-0639	2,083.11	N
	7/18-8/16/13	111-6022-451.62-10	Acct # 2-34-797-7555	1,708.63	N
	7/17-8/15/13	681-8030-461.62-20	Acct # 2-01-855-1754	1,228.18	N
	7/17-8/15/13	111-6022-451.62-10	Acct # 2-01-855-1754	1,228.19	N
	7/17-8/15/13	681-8030-461.62-20	Acct # 2-01-855-1713	5,227.44	N

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SOUTHERN CALIFORNIA EDISON	7/16-8/16/13	221-8014-429.62-10	Acct # 2-23-189-3090	34.14	N
	7/1-7/31/13	111-6022-451.62-10	Acct # 2-01-854-7232	26.29	N
	7/3-8/2/13	111-6022-451.62-10	Acct # 2-01-854-9089	25.27	N
	6/28-7/30/13	111-6022-451.62-10	Acct # 2-01-855-2836	27.78	N
	7/2-8/1/13	221-8014-429.62-10	Acct # 2-01-854-8529	48.46	N
	7/2-8/1/13	221-8014-429.62-10	Acct # 2-23-626-6854	149.52	N
	7/2-8/1/13	221-8014-429.62-10	Acct # 2-33-807-1848	91.60	N
	7/5-8/5/13	111-7020-421.62-10	Acct # 2-11-903-2886	6,763.86	N
	7/3-8/2/13	111-7020-421.62-10	Acct # 2-34-282-3044	144.85	N
	7/2-8/1/13	231-3024-415.62-10	Acct # 2-18-373-3120	555.57	N
	7/1-7/31/13	681-8030-461.62-20	Acct # 2-01-854-7307	2,786.71	N
	7/1-7/31/13	681-8030-461.62-20	Acct # 2-01-854-7885	56.84	N
	7/1-7/31/13	681-8030-461.62-20	Acct # 2-01-854-8644	2,201.79	N
	7/5-8/5/13	681-8030-461.62-20	Acct # 2-01-854-7638	1,413.94	N
	7/5-8/5/13	111-8022-419.62-10	Acct # 2-01-854-7638	605.98	N
	7/3-8/2/13	111-8022-419.62-10	Acct # 2-01-854-7661	1,159.19	N
	7/3-8/2/13	681-8030-461.62-20	Acct # 2-01-854-7661	1,159.19	N
	7/18-8/16/13	535-8016-431.62-10	Acct # 2-01-854-7588	24.66	N
	7/18-8/16/13	535-8016-431.62-10	Acct # 2-01-855-1937	24.66	N
	6/28-7/30/13	535-8016-431.62-10	Acct # 2-28-120-2671	793.61	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-28-666-9312	95.78	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-28-666-9395	73.13	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-28-688-3483	63.08	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-28-688-3616	89.86	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-28-688-3871	103.34	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-28-688-3939	81.52	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-28-688-4184	149.18	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-28-688-4218	36.57	N
	7/18-8/16/13	535-8016-431.62-10	Acct # 2-29-179-3420	302.46	N
	7/18-8/16/13	535-8016-431.62-10	Acct # 2-29-179-3701	54.26	N

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SOUTHERN CALIFORNIA EDISON	7/18-8/16/13	535-8016-431.62-10	Acct # 2-29-179-3826	100.46	N
	7/18-8/16/13	535-8016-431.62-10	Acct # 2-29-179-3867	100.60	N
	7/18-8/16/13	535-8016-431.62-10	Acct # 2-29-265-1031	91.65	N
	7/18-8/16/13	535-8016-431.62-10	Acct # 2-29-265-1130	70.13	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-29-265-1205	288.29	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-29-265-1387	53.13	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-29-265-1403	101.44	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-29-265-1494	179.20	N
	7/17-8/15/13	535-8016-431.62-10	Acct # 2-31-764-2304	128.42	N
	7/3-8/2/13	535-8016-431.62-10	Acct # 2-03-684-7622	25.78	N
	7/1-8/1/13	535-8016-431.62-10	Acct # 2-01-854-8206	17.95	N
	7/3-8/2/13	535-8016-431.62-10	Acct # 2-01-854-8958	25.78	N
	7/3-8/2/13	535-8016-431.62-10	Acct # 2-01-854-9170	25.78	N
	7/1-8/1/13	535-8016-431.62-10	Acct # 2-01-855-1648	35.93	N
	7/2-8/1/13	535-8016-431.62-10	Acct # 2-01-855-2976	778.72	N
	7/2-8/1/13	535-8016-431.62-10	Acct # 2-01-855-3073	230.82	N
	7/9-8/7/13	535-8016-431.62-10	Acct # 2-07-717-3938	561.57	N
	7/1-8/1/13	535-8016-431.62-10	Acct # 2-23-307-1521	42.69	N
	7/2-8/1/13	535-8016-431.62-10	Acct # 2-23-626-6821	25.95	N
	7/9-8/7/13	535-8016-431.62-10	Acct # 2-29-179-3206	96.17	N
	7/2-8/1/13	535-8016-431.62-10	Acct # 2-29-179-3396	278.64	N
	7/9-8/7/13	535-8016-431.62-10	Acct # 2-29-179-3651	83.88	N
	7/9-8/7/13	535-8016-431.62-10	Acct # 2-29-179-3677	76.32	N
	7/9-8/7/13	535-8016-431.62-10	Acct # 2-29-179-3909	59.88	N
	7/9-8/7/13	535-8016-431.62-10	Acct # 2-29-179-3974	133.80	N
	7/3-8/2/13	535-8016-431.62-10	Acct # 2-29-179-4006	55.15	N
	7/5-8/5/13	535-8016-431.62-10	Acct # 2-29-265-1189	16.73	N
	7/5-8/5/13	535-8016-431.62-10	Acct # 2-32-117-2857	432.73	N
	7/1-8/1/13	535-8016-431.62-10	Acct # 2-15-735-6858	5,612.61	N
	7/5-8/5/13	221-8014-429.62-10	Acct # 2-15-895-7720	3,246.30	N

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				<b>56,011.50</b>	
SPARKLETTS	4533656 072513	111-0230-413.61-20	7/9-7/2/13 WATER DELIVERY	26.86	N
	4533656 072513	111-0210-413.61-20	7/9-7/2/13 WATER DELIVERY	26.86	N
	4533656 072513	111-0110-411.61-20	7/9-7/2/13 WATER DELIVERY	26.86	N
				<b>80.58</b>	
STACY MEDICAL CENTER	3160-34219	111-7022-421.56-15	CUSTODY EXAMS	170.00	N
	3160-33981	111-7022-421.56-15	CUSTODY EXAM	415.00	N
				<b>585.00</b>	
STANDARD INSURANCE COMPANY	SEPTEMBER 2013	746-0216-413.52-80	EMPLOYEE LIFE INSURANCE	8,696.79	N
				<b>8,696.79</b>	
STAPLES ADVANTAGE	3206483411	111-0210-413.61-20	MESSAGE BOOKS/ RIBBONS	30.74	N
	3206483411	111-0230-413.61-25	TYPEWRITER RIBBON	18.44	N
	3206483412	111-1010-411.61-20	ENDTAB CLASS FOLDERS	271.03	N
	3206483413	111-3010-415.61-25	THERMAL ROLLS	51.37	N
	3206483414	111-3010-415.61-25	BLACK INK CARTRIDGES	148.98	N
	3206483415	111-6010-451.61-25	OFFICE SUPPLIES	260.36	N
	3206483416	111-7022-421.61-27	INK CARTRIDGE/ TONER	1,855.35	N
	3206483417	111-7022-421.61-24	CDR SPINDLE/ WHITE-OUT	269.42	N
	3206483417	111-7040-421.61-31	100 PK CDR SPINDLE	222.35	N
	3206483417	111-7030-421.61-25	COLORED PAPER	24.18	N
	3206483418	111-7022-421.61-24	PERFORATED LGL PAD	105.90	N
	3206483419	111-7040-421.61-32	OFFICE SUPPLIES	137.72	N
	3206483420	239-7055-424.61-20	OFFICE SUPPLIES	101.69	N
	3206483421	239-7055-424.61-20	OFFICE SUPPLIES	1.22	N
	3206483422	239-7055-424.61-20	CANNED AIR DUSTER	20.51	N
	3206483423	681-3022-415.61-25	ELECTRIC STAPLER	177.86	N

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STAPLES ADVANTAGE	3206483423	111-3010-415.61-25	STAMP PADS	7.98	N
	3206483410	111-9010-419.61-20	BLACK INK CARTRIDGES	70.80	N
				<b>3,775.90</b>	
SUGEI SANTIAGO	42113	111-0000-347.50-00	REFUND-KINDER BALLE	40.00	N
				<b>40.00</b>	
SUNGARD PUBLIC SECTOR INC.	68600	111-3011-419.64-00	GMBA TRAINING	960.00	N
				<b>960.00</b>	
SWANK MOTION PICTURES, INC.	BO1121062	111-6020-451.61-35	MOVIE LICENSE FEE	175.00	N
				<b>175.00</b>	
TANIA CARMONA	43050	111-0000-347.50-00	REFUND-KARATE CLASS	35.00	N
				<b>35.00</b>	
TECHNO FIT	29895	111-6010-451.43-25	EQUIPMENT SERVICE CALL	145.00	N
				<b>145.00</b>	
TELEPACIFIC COMMUNICATIONS	48809324-0	111-9010-419.53-10	INTERNET SERVICES	1,162.82	Y
	48809324-0	111-7010-421.53-10	INTERNET SERVICES	548.61	Y
				<b>1,711.43</b>	
THE ELECTRIC CAR COMPANY	1139	226-9010-419.74-20	FIREFLY VEHICLES	103,701.47	N
				<b>103,701.47</b>	
THE GAS COMPANY	7/8-8/7/2013	111-6022-451.62-10	Acct # 038-340-0782	41.57	N
	7/11-8/9/2013	111-6022-451.62-10	Acct # 057-261-1221	22.29	N
	7/9-8/7/2013	111-7020-421.62-10	Acct # 158-400-4800	367.99	N

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THE GAS COMPANY	7/9-8/8/2013	111-6022-451.62-10	Acct # 161-800-7700	114.25	N
	7/9-8/7/2013	111-8022-419.62-10	Acct # 162-600-4800	38.82	N
	7/9-8/7/2013	111-6022-451.62-10	Acct # 164-700-4800	124.75	N
	7/9-8/8/2013	111-6022-451.62-10	Acct # 180-797-9760	27.25	N
				<b>736.92</b>	
THE PLUMBERS WAREHOUSE	9477008-1	111-6022-451.43-10	PLUMBING SUPPLIES	143.54	N
				<b>143.54</b>	
THE WALKING MAN INC.	E4718	286-8050-432.54-00	DOOR HANGER DELIVERY	625.00	N
				<b>625.00</b>	
TIFCO INDUSTRIES	70878914	741-8060-431.43-20	MISC GARAGE SUPPLIES	266.06	N
				<b>266.06</b>	
TRANSTECH ENGINEERS, INC.	13073181	111-5010-419.56-49	JUN 13 BUILDING & SAFETY	19,477.89	N
	13073183	111-4010-431.56-62	JUN 13 ENGINEERING SRVCS	1,885.79	N
	13073186	111-4010-431.56-62	JUN 13 HP 13 CMP ANALYSIS	1,080.00	N
	13073182	111-5010-419.56-49	JUN 13 BUILD & SAFETY OFF	2,137.50	N
	13073180	111-4010-431.56-62	JUN 13 TRANS AUTHORITY MT	1,800.00	N
	13073187	111-4010-431.56-62	JUN 13 MARBRISA CURB	540.00	N
	13073188	111-4010-431.56-62	JUN 13 GIFFORD CURB REQUE	900.00	N
	13073189	111-4010-431.56-62	JUN 13 STAFFORD CURB	540.00	N
	13073191	111-4010-431.56-62	JUN 13 LEFT TURN LANE	270.00	N
	13073190	111-4010-431.56-62	JUN 13 ZOE AVE. PARK	720.00	N
				<b>29,351.18</b>	
TRIANGLE SPORTS	28377	111-6030-451.61-35	GIRLS B-BALL TROPHIES	775.54	N
				<b>775.54</b>	

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TYCO INTEGRATED SECURITY	3756292	111-7010-421.56-41	SEP 13 ALARM SERVICES	2,509.59	N
				<b>2,509.59</b>	
TYRON BEASON	8/15/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				<b>88.00</b>	
U.S. BANK	PPE 8/18/2013	802-0000-217.30-20	PARS- PART TIME	1,931.71	Y
	PPE 8/18/2013	802-0000-217.30-20	CITY OF HP-PARS EMPLOYEE	3,609.13	Y
	PPE 8/18/2013	802-0000-218.10-05	CITY OF HP-PARS EMPLOYER	12,870.46	Y
	PPE 8/18/2013	802-0000-218.10-05	CITY OF HP-PARS REP	3,275.00	Y
				<b>21,686.30</b>	
UNDERGROUND SERVICE ALERT OF SO CAL	620130123	111-8010-431.56-41	UNDERGROUND DIG ALERT	186.00	N
	720130124	111-8010-431.56-41	UNDERGROUND DIG ALERT	120.00	N
				<b>306.00</b>	
UNIFIED NUTRIMEALS	227339	111-6055-451.57-42	YOUTH NUTRITION PROGRAM	3,835.00	N
				<b>3,835.00</b>	
UNITED WAY OF GREATER	PPE 8/18/2013	802-0000-217.60-20	UNITED WAY	5.00	Y
				<b>5.00</b>	
US BANK	3451875	216-0230-413.56-41	2005 SERIES A ADMIN FEE	2,100.00	N
				<b>2,100.00</b>	
V-P SALES CO.	5210922	741-8060-431.43-20	CANISTER PURGE VALVE	28.60	N
				<b>28.60</b>	

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VAVRINEK, TRINE, DAY & CO, LLP	0095873-IN	111-3013-415.56-41	MAR 13 ACCOUNTING SERVICE	5,880.00	N
				<b>5,880.00</b>	
VISION SERVICE PLAN-CA	SEPTEMBER 2013	746-0215-413.52-40	EMPLOYEE VISION BENEFITS	4,533.18	N
	SEPTEMBER 2013	746-0215-413.52-40	EMPLOYEE VISION BENEFITS	-84.24	N
				<b>4,448.94</b>	
VULCAN MATERIALS COMPANY	70019377	111-8010-431.61-20	TON OF HOT ASPHALT	76.65	N
	391897	111-8010-431.61-20	TON OF HOT ASPHALT	77.40	N
	391898	111-8010-431.61-20	TON OF HOT ASPHALT	78.13	N
				<b>232.18</b>	
WALTERS WHOLESALE ELECTRIC COMPANY	2064003-01	221-8014-429.61-20	TRAFFIC SIGNAL PARTS	100.84	N
	2063744	535-8016-431.61-45	STREET LIGHTING SUPPLIES	1,055.73	N
	2063750	535-8016-431.61-45	STREET LIGHTING SUPPLIES	474.05	N
	2036753	535-8016-431.61-45	STREET LIGHTING SUPPLIES	302.52	N
	2063627	535-8016-431.61-45	WIRE THEFT REPLACEMENTS	582.16	N
	2063754	535-8016-431.61-45	STREET LIGHTING SUPPLIES	1,092.05	N
	2064003	535-8016-431.61-45	STREET LIGHTING SUPPLIES	50.42	N
				<b>3,657.77</b>	
WASTE MANAGEMENT	MAY 2013	112-8026-431.56-59	CITY RUBBISH DISPOSAL	139,747.50	N
	MAY 2013	111-0000-318.10-00	5% FRANCHISE FEE	-6,987.38	N
				<b>132,760.12</b>	
WATER REPLENISHMENT DISTRICT OF	130701-4	681-8030-461.41-00	JAN-JUN 2013 LAB FEES	2,747.00	N
	130701-4	681-8030-461.41-00	FY 2013-2014 ADMINI FEE	2,310.00	N
				<b>5,057.00</b>	

CITY OF HUNTINGTON PARK

Date: 8/28/2013

Demand Register

9/3/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WELLS FARGO BANK-FIT	PPE 8/18/2013	802-0000-217.20-10	WELLS FARGO BANK-FIT	59,611.37	N
				<b>59,611.37</b>	
WELLS FARGO BANK-MEDICARE	PPE 8/18/2013	802-0000-217.10-10	WELLS FARGO BANK-MEDICARE	7,778.47	N
				<b>7,778.47</b>	
WELLS FARGO BANK-SIT	PPE 8/18/2013	802-0000-217.20-20	WELLS FARGO BANK-SIT	21,498.66	N
				<b>21,498.66</b>	
WEST GOVERNMENT SERVICES	827752651	111-7030-421.56-41	JUL 13 WEST INFO SERVICES	416.59	N
				<b>416.59</b>	
WESTERN EXTERMINATOR COMPANY	1467931	535-6090-452.56-60	JUL 13 EXTERMINATOR SRVCS	123.00	N
	1467931	111-6022-451.56-41	JUL 13 EXTERMINATOR SRVCS	285.00	N
	1467931	111-8022-419.56-41	JUL 13 EXTERMINATOR SRVCS	43.00	N
	1467931	111-8020-431.56-41	JUL 13 EXTERMINATOR SRVCS	59.00	N
				<b>510.00</b>	
WILLDAN FINANCIAL SERVICES	010-21406	111-3013-415.56-41	FY13-14 SPECIAL TAX ADMIN	114.34	N
	010-21406	283-8040-432.56-41	SEWER MAINTENANCE	57.17	N
	010-21406	285-8050-432.56-41	FY13-14 SPECIAL TAX ADMIN	57.17	N
	010-21406	535-8016-431.56-41	FY13-14 SPECIAL TAX ADMIN	1,756.89	N
	010-21407	285-8050-432.56-41	FY13-14 SPECIAL TAX ADMIN	75.00	N
				<b>2,060.57</b>	
WIRELESS PCS CA LLC	16400	111-0000-228.70-00	OVERPAYMENT REFUND	20.53	N
				<b>20.53</b>	
XEROX CORPORATION	69403103	111-7030-421.44-10	JUL 13 COPIER BASE CHARGE	658.53	N

CITY OF HUNTINGTON PARK

Date: 8/28/2013

Demand Register  
9/3/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid YIN
				658.53	
YOLANDA GONZALEZ	39819	111-0000-228.20-00	REFUND-DEPOSIT	500.00	N
				500.00	
			<b>Grand Total</b>	<b>1,594,556.98</b>	

CITY OF HUNTINGTON PARK  
WARRANT REGISTER  
9/3/2013

**SALARY CHARGES OF EMPLOYEES: PAY PERIOD ENDING**

PPE 8/18/2013

FUND	FUND DESCRIPTION	AMOUNT
111	GENERAL FUND	562,879.93
212	P & R GRANTS	
216	EMPLOYEE RETIREMENT FUND	
219	SALES TAX-TRANSIT FUND - A	4,077.79
220	SALES TAX-TRANSIT FUND - C	4,637.83
221	STATE GASOLINE TAX FUND	24,554.25
222	MEASURE R	
224	OFFICER TRAFFIC SAFETY	14,095.22
226	AIR QUALITY IMPROVEMENT	48.39
227	OFFICE OF CRIMINAL JUSTICE	
228	POLICE SUPP LAW ENF SERV	
229	ASSET FORFEITURE	904.75
231	PARKING SYSTEM FUND	5,958.79
232	ART IN PUBLIC PLACES FUND	
239	FEDERAL CDBG FUND	15,862.08
242	HUD HOME PROGRAM	8,122.45
246	PROPERTY REHABILITATION	372.99
283	SEWER MAINTENANCE FUND	346.93
285	SOLID WASTE MANAGEMENT FUND	2,008.67
286	ILLEGAL DISPOSAL ABATEMENT	10,210.75
287	SOLID WASTE RECYLCE GRANT	505.65
334	PED/BIKE PATH FUND	
335	ENERGY EFFICIENT GRANT	
349	CAPITAL IMPROVEMENT FUND	
533	BUSINESS IMPROVEMENT DISTRICT FUND	68.22
535	STREET LT & LDSCPE ASSMT FUND	64.30
681	WATER DEPARTMENT FUND	9,484.82
741	FLEET MAINTAINENCE FUND	9,080.93
745	RISK MANAGEMENT FUND	6,611.39
746	EMPLOYEE BENEFIT FUND	5,681.60
GRAND TOTAL		685,577.73

**CITY OF HUNTINGTON PARK**

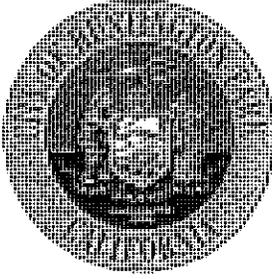
Date: 8/28/2013

**Demand Register**

**9/3/2013**

**Amendment**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description</b>	<b>Transaction Amount</b>	<b>Prepaid Y/N</b>
LIFE STEPS	AUG-SEP 2013	242-5060-463.56-41	RENT SUBSIDY- RUGBY PLAZA	90,000.00	N
				<b>90,000.00</b>	
<b>Grand Total</b>				<b>90,000.00</b>	



# CITY OF HUNTINGTON PARK

Community Development Department

## MEMORANDUM

August 29, 2013

To: City Council  
From: Julio Morales, Finance Director  
Subject: Business Improvement District Fund Balance Reimbursement Methodology.

The methodology used to determine the rebate amount for each business is outlined below:

*The formula allocated the amount due to each business based on the BID fee paid times the number of days used to determine the maximum rebate due. This amount was adjusted by a pro-rata percentage allocation that factored the calculated rebate compared to the ending balance (73.13%).*

Starting Balance	\$ 50,056
BID Revenues	298,747
<u>BID Expenses</u>	<u>257,092</u>
Ending Balance	\$ 91,711

In order to determine each rebate amount we used a three step process.

1. Days Unused (B) / 365 = % of Rebate Due (C)
2. BID Fee Paid (A) x % of Rebate Due (C) = Maximum Rebate (D)
3. Maximum Rebate (D) x Adjustment Factor (E) = Rebate Amount (F)

For example using 22<sup>nd</sup> Customs refund:

$92/365 = 25.21\%$   
 $360 \times 25.21\% = \$90.74$   
 $\$90.74 \times 67.80\% = \$61.52$

**City of Huntington Park  
BID Refunds**

8/29/2013

	6/30/2013				Pro-Rata Adjustment Factor (E)				67.80%
	LICENSE EXPIRATION DATE	LICENSE NUMBER	BUSINESS NAME	BID FEE PAID	DAYS UNUSED		% REBATE	MAX REBATE	REBATE AMOUNT
				(A)	(B)		(C)	(D)	(E)
1	9/30/2013	13 00020163	22ND CUSTOMS*	360.00	92	365	25.21%	90.74	61.52
2	12/31/2013	13 00006523	3-B, INC.	500.00	184	365	50.41%	252.05	170.89
3	8/31/2013	13 00018728	7-ELEVEN STORE # 34372A	1150.00	62	365	16.99%	195.34	132.44
4	5/31/2014	14 00004834	99CENTS ONLY STORE #33	2375.00	335	365	91.78%	2179.79	1,477.83
5	10/31/2013	13 00013169	A & B MARKET	270.00	123	365	33.70%	90.99	61.69
6	3/31/2014	14 00022023	ACCESORIOS GISELLE	360.00	274	365	75.07%	270.25	183.22
7	10/31/2013	13 00018959	ACE KIDS	425.00	123	365	33.70%	143.22	97.10
8	7/31/2013	13 00019983	ADAMATIK WIRELESS	469.00	31	365	8.49%	39.83	27.01
9	7/31/2013	13 00021270	ADAN TERRIQUEZ	281.25	31	365	8.49%	23.89	16.19
10	10/31/2013	13 00020218	ADENTRO COJUTEPEQUE #2	750.00	123	365	33.70%	252.74	171.35
11	3/31/2014	14 00020708	AGUILAR STORE	270.00	274	365	75.07%	202.68	137.41
12	2/28/2014	14 00020690	AINUN THREADING STUDIO	425.00	243	365	66.58%	282.95	191.83
13	7/31/2013	13 00015460	ALAN E. SHAPIRO MD, MEDICAL CO	229.64	31	365	8.49%	19.50	13.22
14	1/31/2014	14 00005607	ALBERTO'S JEWELRY	475.00	215	365	58.90%	279.79	189.69
15	2/28/2014	14 00006083	ALEJANDRO M ARREDONDO OD OPTOM	713.00	243	365	66.58%	474.68	321.82
16	3/31/2014	14 00012393	ALENA SKIN & BODY CARE	432.00	274	365	75.07%	324.30	219.86
17	7/31/2013	13 00019902	ALEXANDER JOYERIA Y PERFUMERIA	360.00	31	365	8.49%	30.58	20.73
18	9/30/2013	13 00004169	ALIANZA MEDICAL CENTER	638.00	92	365	25.21%	160.81	109.02
19	7/31/2013	13 00015585	ALIZ BRIDAL DESIGN	270.00	31	365	8.49%	22.93	15.55
20	3/31/2014	14 00014972	AMAZING MOBILE	400.00	274	365	75.07%	300.27	203.58
21	1/31/2014	14 00017629	AMERICA BEAUTY SALON	360.00	215	365	58.90%	212.05	143.77
22	12/31/2013	13 00021822	AMERICAN EDUCATION SYSTEMS	994.00	184	365	50.41%	501.08	339.72
23	8/31/2013	13 00015770	AMERICA'S DESIGN	425.00	62	365	16.99%	72.19	48.94
24	11/30/2013	13 00013484	AMIDI PARTNERS LLC	270.00	153	365	41.92%	113.18	76.73
25	3/1/2014	14 00020774	AMIES BEAUTY SALON	319.00	244	365	66.85%	213.25	144.58
26	6/30/2014	14 00013990	AMIGO DVD	360.00	365	365	100.00%	360.00	244.07
27	4/30/2014	14 00022101	AMIGO PROFESSIONAL SERVICES	360.00	304	365	83.29%	299.84	203.28
28	1/31/2014	14 00021731	AMIGO SNACK BAR	360.00	215	365	58.90%	212.05	143.77
29	3/31/2014	14 00022004	AMIGO SONG	450.00	274	365	75.07%	337.81	229.02
30	4/30/2014	14 00012507	AMS CHIROPRACTIC & REHABILITAT	270.00	304	365	83.29%	224.88	152.46
31	10/31/2013	13 00020233	ANDREA USA OESTE, LLC	555.47	123	365	33.70%	187.19	126.91

**City of Huntington Park  
 BID Refunds**

8/29/2013

	LICENSE EXPIRATION DATE	LICENSE NUMBER	BUSINESS NAME	BID FEE PAID	DAYS UNUSED		% REBATE	MAX REBATE	REBATE AMOUNT
32	5/31/2014	14 00017273	ANDREW C. SHIEH D.D.S	282.00	335	365	91.78%	258.82	175.47
33	1/31/2014	14 00021797	ANITA'S STORE	400.00	215	365	58.90%	235.62	159.74
34	2/28/2014	14 00021967	ANNA'S JEWELRY	360.00	243	365	66.58%	239.67	162.49
35	12/31/2013	13 00021684	ANTONINO'S PIZZA	431.00	184	365	50.41%	217.27	147.30
36	6/30/2014	14 00014028	AT & T MOBILITY	1260.42	365	365	100.00%	1260.42	854.53
37	3/31/2014	14 00008458	BABY FASHION	400.00	274	365	75.07%	300.27	203.58
38	3/31/2014	14 00012415	BABY HUT	675.00	274	365	75.07%	506.71	343.54
39	8/31/2013	13 00018707	BABY NUTRITION CENTER #10	300.00	62	365	16.99%	50.96	34.55
40	7/31/2013	13 00003826	BAIRES EXPRESS	513.00	31	365	8.49%	43.57	29.54
41	6/30/2014	14 00004458	BAKERY J MENDOZA INTERNATIONAL	300.00	365	365	100.00%	300.00	203.39
42	8/31/2013	13 00017051	BANCOMER FINANCIAL SERVICES	506.25	62	365	16.99%	85.99	58.30
43	5/31/2014	14 00007381	BANK OF AMERICA #371	450.00	335	365	91.78%	413.01	280.01
44	12/31/2013	13 00005085	BARBIERI CPA	270.00	184	365	50.41%	136.11	92.28
45	9/30/2013	13 00021410	BARRERA INCOME TAX & SERVICES	360.00	92	365	25.21%	90.74	61.52
46	5/31/2014	14 00003681	BARRY W. RIEDEL ATTORNEY	431.00	335	365	91.78%	395.58	268.19
47	7/31/2013	13 00016873	BASKIN ROBBINS	281.00	31	365	8.49%	23.87	16.18
48	9/30/2013	13 00015911	BELLA VIE BEAUTY SUPPLY*	360.00	92	365	25.21%	90.74	61.52
49	3/31/2014	14 00019329	BELLISIMA BRIDAL	500.00	274	365	75.07%	375.34	254.47
50	5/31/2014	14 00007665	BEST BUY ELECTRONICS	600.00	335	365	91.78%	550.68	373.35
51	1/31/2014	14 00012093	BEST DEAL IN TOWN	360.00	215	365	58.90%	212.05	143.77
52	7/31/2013	13 00011671	BETTY DELGADO SERVICES	450.00	31	365	8.49%	38.22	25.91
53	5/16/2014	14 00022129	BEXZO	270.00	320	365	87.67%	236.71	160.48
54	3/31/2014	14 00008454	BIG DISCOUNT	375.00	274	365	75.07%	281.51	190.85
55	8/31/2013	13 00004097	BINFORD DENTAL CORP	483.00	62	365	16.99%	82.04	55.62
56	7/31/2013	13 00019923	BIONICOS MARISOL	500.00	31	365	8.49%	42.47	28.79
57	9/30/2013	13 00011098	BLUE BANANA	358.45	92	365	25.21%	90.35	61.25
58	3/31/2014	14 00006075	BLUE SKY CYCLING, INC	919.00	274	365	75.07%	689.88	467.72
59	3/31/2014	14 00021987	BLUE VIBES	500.00	274	365	75.07%	375.34	254.47
60	9/30/2013	13 00021479	BOBANA	270.00	92	365	25.21%	68.05	46.14
61	11/30/2013	13 00021626	BOMBAY BEAUTY	270.00	153	365	41.92%	113.18	76.73
62	6/30/2014	14 00021075	BOTANICA 7 RAYOS	360.00	365	365	100.00%	360.00	244.07
63	7/31/2013	13 00003246	BUY-RITE STORES	100.00	31	365	8.49%	8.49	5.76
64	5/31/2014	14 00019713	CAESAR'S MEDICAL UNIFORMS	500.00	335	365	91.78%	458.90	311.12

**City of Huntington Park  
 BID Refunds**

8/29/2013

	LICENSE EXPIRATION DATE	LICENSE NUMBER	BUSINESS NAME	BID FEE PAID	DAYS UNUSED		% REBATE	MAX REBATE	REBATE AMOUNT
65	2/28/2014	14 00006731	CAFETERIA AMERICA	248.00	243	365	66.58%	165.11	111.94
66	7/31/2013	13 00008456	CALIFORNIA INSTITUTE OF PROFES	394.00	31	365	8.49%	33.46	22.69
67	7/31/2013	13 00021228	CAMACHO'S AUTO REGISTRATION	360.00	31	365	8.49%	30.58	20.73
68	4/30/2014	14 00006850	CAMERON PHARMACY	300.00	304	365	83.29%	249.86	169.40
69	6/30/2014	14 00008655	CAPITAL	525.00	365	365	100.00%	525.00	355.93
70	10/31/2013	13 00013177	CARE DENTAL GROUP	675.00	123	365	33.70%	227.47	154.21
71	8/31/2013	13 00008755	CARLOS FABRIC	400.00	62	365	16.99%	67.95	46.06
72	1/31/2014	14 00013425	CARNAVAL RIO UNISEX BEAUTY SAL	281.00	215	365	58.90%	165.52	112.22
73	1/31/2014	14 00021727	CARRUSEL KIDS Y BAPTIS	360.00	215	365	58.90%	212.05	143.77
74	2/28/2014	14 00005623	CASA BONITA	400.00	243	365	66.58%	266.30	180.54
75	5/31/2014	14 00022255	CASA BONITA BOUTIQUE	425.00	335	365	91.78%	390.07	264.45
76	3/31/2014	14 00006087	CASA CORONA RESTAURANT	1075.00	274	365	75.07%	806.99	547.11
77	8/31/2013	13 00021296	CASA FINA	400.00	62	365	16.99%	67.95	46.06
78	5/31/2014	14 00007859	CDE CENTRO DE DESARROLLO FAMIL	903.83	335	365	91.78%	829.54	562.40
79	5/31/2014	14 00003888	CEDARS TOWERS SURGICAL MEDICAL	270.00	335	365	91.78%	247.81	168.01
80	8/31/2013	13 00021968	CELINA'S DESIGNS	120.00	62	365	16.99%	20.38	13.82
81	8/31/2013	13 00018642	CELINA'S DESIGNS*	360.00	62	365	16.99%	61.15	41.46
82	7/31/2013	13 00003779	CENTRAVEL DBA PANAMERICA TRAVE	400.00	31	365	8.49%	33.97	23.03
83	8/31/2013	13 00011701	CENTRO DE NUTRICION NUEVO AMAN	281.00	62	365	16.99%	47.73	32.36
84	7/31/2013	13 00004704	CENTURY DENTAL PLAN	525.00	31	365	8.49%	44.59	30.23
85	2/28/2014	14 00017712	CENTURY JEWELRY	360.00	243	365	66.58%	239.67	162.49
86	5/31/2014	14 00003297	CENTURY TOYS & GIFTS	525.00	335	365	91.78%	481.85	326.68
87	5/31/2014	14 00012592	CHANNEL'S BRIDAL	750.00	335	365	91.78%	688.36	466.68
88	5/31/2014	13 00018136	CHAYITO'S DISCOUNT STORE	281.00	335	365	91.78%	257.90	174.85
89	5/31/2014	14 00018259	CHIBI CHIBI OTAKU STORE	281.00	335	365	91.78%	257.90	174.85
90	1/31/2014	14 00020504	CHIC WEAR FASHION	625.00	215	365	58.90%	368.15	249.60
91	1/31/2014	14 00021777	CHIC WEAR FASHION	650.00	215	365	58.90%	382.88	259.58
92	4/30/2014	14 00012429	CHINATOWN EXPRESS # 8	338.00	304	365	83.29%	281.51	190.86
93	8/31/2013	13 00021315	CINGULAR	450.00	62	365	16.99%	76.44	51.82
94	3/31/2014	14 00006126	CITIBANK	425.00	274	365	75.07%	319.04	216.30
95	12/31/2013	13 00021664	CITY MEDICAL GROUPS	270.00	184	365	50.41%	136.11	92.28
96	7/31/2013	13 00021247	CKLASS USA	375.00	31	365	8.49%	31.85	21.59
97	8/31/2013	13 00020027	CLAUDIA'S BRIDAL SHOP & PARTY	281.00	62	365	16.99%	47.73	32.36

**City of Huntington Park  
 BID Refunds**

8/29/2013

	LICENSE EXPIRATION DATE	LICENSE NUMBER	BUSINESS NAME	BID FEE PAID	DAYS UNUSED		% REBATE	MAX REBATE	REBATE AMOUNT
98	8/31/2013	13 00021343	CLINICA DE ANGEL URIEL	338.00	62	365	16.99%	57.41	38.92
99	6/30/2014	14 0003873	CLINICA DE SANTA MINA	380.00	365	365	100.00%	380.00	257.63
100	9/30/2013	13 00016238	CLINICA MEDICA ALVARADO	319.00	92	365	25.21%	80.41	54.51
101	9/30/2013	13 00003930	CLINICA MEDICA GENERAL INC	700.00	92	365	25.21%	176.44	119.62
102	7/31/2013	13 00003205	CLINICA MEDICA SAN MIGUEL	563.00	31	365	8.49%	47.82	32.42
103	3/31/2014	14 00006769	CLINICA MEDICA SAN MIGUEL	279.00	274	365	75.07%	209.44	141.99
104	6/30/2014	14 00003934	CLINICA MEDICA SAN MIGUEL	270.00	365	365	100.00%	270.00	183.05
105	3/31/2014	14 00011110	CLINICA MI PUEBLO	619.00	274	365	75.07%	464.67	315.03
106	10/31/2013	13 00020258	COCINA DONA CHONA, INC	300.00	123	365	33.70%	101.10	68.54
107	3/31/2014	14 00006858	COJUTEPEQUE RESTAURANT	581.00	274	365	75.07%	436.15	295.70
108	9/30/2013	13 00008794	COLOR NAIL	431.00	92	365	25.21%	108.64	73.65
109	4/30/2014	14 00018042	COMMUNICATION KEYS, INC	270.00	304	365	83.29%	224.88	152.46
110	1/31/2014	14 00012096	COMPITA GIFT & TOY	469.47	215	365	58.90%	276.54	187.48
111	12/31/2013	13 00007250	COPACABANA ICE CREAM	281.00	184	365	50.41%	141.65	96.04
112	6/30/2014	14 00021113	CORNER KITCHEN	475.00	365	365	100.00%	475.00	322.04
113	7/31/2013	13 00021179	CRAFTY HANDS	360.00	31	365	8.49%	30.58	20.73
114	5/31/2014	14 00022164	CREATIVE SOLUTIONS FOR HOPE	360.00	335	365	91.78%	330.41	224.01
115	1/31/2014	14 00017684	CROWN BOUTIQUE	360.00	215	365	58.90%	212.05	143.77
116	5/31/2014	14 00022280	CRYSTAL'S EMPORIUM	281.25	335	365	91.78%	258.13	175.01
117	2/28/2014	14 00020613	CUTIE ZONE	400.00	243	365	66.58%	266.30	180.54
118	7/31/2013	13 00021222	D & H FASHIONS	281.25	31	365	8.49%	23.89	16.19
119	5/31/2014	14 00004590	D N DOLLAR	525.00	335	365	91.78%	481.85	326.68
120	9/30/2013	13 00004568	D SPOT	475.00	92	365	25.21%	119.73	81.17
121	3/31/2014	14 00013685	DAISY SKIN CARE	360.00	274	365	75.07%	270.25	183.22
122	2/28/2014	14 00020568	D'ALLANS BRIDAL & TUX	281.00	243	365	66.58%	187.08	126.83
123	4/30/2014	14 00011199	DANETTE CELLULAR INC	360.00	304	365	83.29%	299.84	203.28
124	9/30/2013	13 00018902	DANIEL MARKET	750.00	92	365	25.21%	189.04	128.16
125	10/31/2013	13 00004715	DANIEL'S JEWELERS #229	550.00	123	365	33.70%	185.34	125.66
126	4/30/2014	14 00022221	DANIEL'S JEWELERS #229	550.00	304	365	83.29%	458.08	310.57
127	2/28/2014	14 00020601	DDS TERIYAKI, INC	394.00	243	365	66.58%	262.31	177.84
128	10/31/2013	13 00004848	DEARDEN'S INC	500.00	123	365	33.70%	168.49	114.23
129	12/31/2013	13 00021688	DEBT SOLUTION GROUP	270.00	184	365	50.41%	136.11	92.28
130	8/31/2013	13 00021386	DEL ANGEL AND DIGNITY MEMORIAL	360.00	62	365	16.99%	61.15	41.46

**City of Huntington Park  
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	LICENSE EXPIRATION DATE	LICENSE NUMBER	BUSINESS NAME	BID FEE PAID	DAYS UNUSED		% REBATE	MAX REBATE	REBATE AMOUNT
131	3/31/2014	14 00017804	DENIM CORNER	675.00	274	365	75.07%	506.71	343.54
132	9/30/2013	13 00013061	DIABETIC SHOE PROVIDER	356.00	92	365	25.21%	89.73	60.84
133	2/28/2014	14 00019705	DIAZ ORGANIC PRODUCTS	315.00	243	365	66.58%	209.71	142.18
134	1/31/2014	14 00016184	DIGITAL & PHOTO STUDIO, INC	612.50	215	365	58.90%	360.79	244.60
135	1/31/2014	14 00020450	DINO'S CHICKEN AND BURGERS	425.00	215	365	58.90%	250.34	169.72
136	4/30/2014	14 00018979	DISCOTECA Y REGALOS LA PACIFIC	400.00	304	365	83.29%	333.15	225.87
137	8/31/2013	13 00003622	DISCOUNT GENERAL STORE & JEWEL	375.00	62	365	16.99%	63.70	43.19
138	2/28/2014	14 00014867	DISCOUNT MATTRESS OUTLET	525.00	243	365	66.58%	349.52	236.96
139	7/31/2013	13 00005139	DIVERSION SAFETY PROGRAM	591.00	31	365	8.49%	50.19	34.03
140	8/31/2013	13 00018669	DIVORCE EXPRESS	270.00	62	365	16.99%	45.86	31.09
141	3/31/2014	14 00017866	DN DOLLAR 2	925.00	274	365	75.07%	694.38	470.77
142	9/30/2013	13 00003834	DOLEX DOLLAR EXPRESS	400.00	92	365	25.21%	100.82	68.35
143	6/30/2014	14 00008591	DOLEX DOLLAR EXPRESS, INC	281.00	365	365	100.00%	281.00	190.51
144	6/30/2014	14 00005235	DON ROBERTO JEWELERS INC	425.00	365	365	100.00%	425.00	288.14
145	2/28/2014	14 00017718	DORA ALTERATIONS	130.26	243	365	66.58%	86.72	58.79
146	9/30/2013	13 00021478	DOUGLAS SERVICE	270.00	92	365	25.21%	68.05	46.14
147	3/31/2014	14 00006985	DR ANTHONY KOSTALLAS OPTOMETRY	619.00	274	365	75.07%	464.67	315.03
148	5/31/2014	14 00012520	DR JOHN M HERNANDEZ OD	337.50	335	365	91.78%	309.76	210.01
149	1/31/2014	14 00008992	DR MAYER'S WOMEN AND CHILDREN	638.00	215	365	58.90%	375.81	254.79
150	9/30/2013	13 00004687	DR. BAHRAMI'S DENTAL CARE	338.00	92	365	25.21%	85.19	57.76
151	11/30/2013	13 00019056	DULFI	575.00	153	365	41.92%	241.03	163.41
152	8/31/2013	13 00020047	E BEAUTY	360.00	62	365	16.99%	61.15	41.46
153	3/31/2014	14 00006394	EBENEZER LIBRERIA CRISTIANA	425.00	274	365	75.07%	319.04	216.30
154	2/28/2014	14 00006749	EL CAMARON MARISCOS	360.00	243	365	66.58%	239.67	162.49
155	2/28/2014	14 00021905	EL CAMPESINO RESTAURANT	500.00	243	365	66.58%	332.88	225.68
156	11/30/2013	13 00021586	EL CAMPESINO RESTAURANT*	500.00	153	365	41.92%	209.59	142.10
157	3/31/2014	14 00017871	EL CAPORAL SPORTSWEAR INC	700.00	274	365	75.07%	525.48	356.26
158	8/31/2013	13 00005836	EL CENTRO DE MEDICINA CHINA	360.00	62	365	16.99%	61.15	41.46
159	8/31/2013	13 00005469	EL CHAMIZAL RESTAURANT	225.00	62	365	16.99%	38.22	25.91
160	12/31/2013	13 00016132	EL CHARRO GUERO, CORP	500.00	184	365	50.41%	252.05	170.89
161	3/31/2014	14 00006316	EL CIHUALTECO TAQUERIA # 3	450.00	274	365	75.07%	337.81	229.02
162	2/28/2014	13 00013088	EL CLUB	538.00	243	365	66.58%	358.18	242.83
163	2/28/2014	14 00005872	EL GALLO GIRO	950.00	243	365	66.58%	632.47	428.79

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	LICENSE EXPIRATION DATE	LICENSE NUMBER	BUSINESS NAME	BID FEE PAID	DAYS UNUSED		% REBATE	MAX REBATE	REBATE AMOUNT
164	3/31/2014	14 00015142	EL GRANERO GRILL, INC	675.00	274	365	75.07%	506.71	343.54
165	11/30/2013	13 00005941	EL PASO SHOES INC	825.00	153	365	41.92%	345.82	234.46
166	9/30/2013	13 00017116	EL PEDREGAL MARKET	844.00	92	365	25.21%	212.73	144.23
167	7/31/2013	13 00011657	EL RANCHO	700.00	31	365	8.49%	59.45	40.31
168	8/31/2013	13 00018639	ELECTRONICS 2000	500.00	62	365	16.99%	84.93	57.58
169	8/31/2013	13 00011687	EMILY'S BOUTIQUE	600.00	62	365	16.99%	101.92	69.10
170	5/31/2014	14 00016603	EMILY'S BRIDAL	600.00	335	365	91.78%	550.68	373.35
171	3/31/2014	14 00020764	EMILY'S SALON, INC.	700.00	274	365	75.07%	525.48	356.26
172	3/31/2014	14 00017799	EMILY'S TUXEDOS	360.00	274	365	75.07%	270.25	183.22
173	10/31/2013	13 00021527	EMMANUEL BARBER SHOP	281.00	123	365	33.70%	94.69	64.20
174	4/30/2014	14 00018106	ESCUELA DE TRAFICO DEL BUEN CH	270.00	304	365	83.29%	224.88	152.46
175	12/31/2013	13 00005177	ESPINOZA TACOS MEXICO	425.00	184	365	50.41%	214.25	145.25
176	3/31/2014	14 00019370	ESTAMOS UNIDOS M/S	375.00	274	365	75.07%	281.51	190.85
177	10/31/2013	13 00017276	ESTRELLA MEAT MARKET, INC	600.00	123	365	33.70%	202.19	137.08
178	11/30/2013	13 00006533	EUROSTAR	575.00	153	365	41.92%	241.03	163.41
179	4/30/2014	14 00015151	EXCLUSIVE LINGERIE & DRESS SHO	438.00	304	365	83.29%	364.80	247.32
180	11/30/2013	13 00021612	EXPRESS AT & T	792.00	153	365	41.92%	331.99	225.08
181	7/31/2013	13 00015584	EZ NAIL	270.00	31	365	8.49%	22.93	15.55
182	5/31/2014	14 00004570	FALLAS PAREDES	1450.00	335	365	91.78%	1330.82	902.26
183	12/31/2013	13 00012070	FAMILY PRACTICE OF MEDICINE	853.00	184	365	50.41%	430.01	291.53
184	4/30/2014	14 00008198	FANCY HAIR SALON & BEAUTY SUPP	371.80	304	365	83.29%	309.66	209.94
185	7/31/2013	13 00011576	FANTASY HAIR CUTS	375.00	31	365	8.49%	31.85	21.59
186	7/31/2013	13 00021190	FANTASY PHOTO STUDIO	375.00	31	365	8.49%	31.85	21.59
187	10/31/2013	13 00021543	FASHION DORIS	270.00	123	365	33.70%	90.99	61.69
188	1/31/2014	14 00007597	FASHION MART	360.00	215	365	58.90%	212.05	143.77
189	2/28/2014	14 00017683	FASHION TOWN	500.00	243	365	66.58%	332.88	225.68
190	3/31/2014	14 00016413	FASHION TOWN II	225.00	274	365	75.07%	168.90	114.51
191	5/31/2014	14 00020959	FAST QUOTE INSURANCE	375.00	335	365	91.78%	344.18	233.34
192	10/31/2013	13 00021529	FAY FASHION	1000.00	123	365	33.70%	336.99	228.47
193	10/31/2013	13 00005076	FAY FASHION #2*	0.00	123	365	33.70%	0.00	-
194	3/31/2014	14 00019467	FEIITH	120.00	274	365	75.07%	90.08	61.07
195	3/31/2014	14 00021945	FERNANDO O ROSALES PROFESSIONA	69.00	274	365	75.07%	51.80	35.12
196	7/31/2013	13 00015543	FINANCIERA CONFIANZA, INC	270.00	31	365	8.49%	22.93	15.55

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197	11/30/2013	13 00007060	FINE DISCOUNT #3 INC	250.00	153	365	41.92%	104.79	71.05
198	4/30/2014	14 00020804	FLORES INVITACIONES NET	375.00	304	365	83.29%	312.33	211.75
199	3/31/2014	14 00020743	FOOT LOCKER #8538	700.00	274	365	75.07%	525.48	356.26
200	8/31/2013	13 00003669	FOTORAMA STUDIO*	975.00	62	365	16.99%	165.62	112.28
201	5/31/2014	14 00018288	FRAGRANCE HOUSE	360.00	335	365	91.78%	330.41	224.01
202	11/30/2013	13 00017465	FREEWAY INSURANCE SVCS, INC.	500.00	153	365	41.92%	209.59	142.10
203	9/30/2013	13 00021476	FRUTAS & RASPADOS RUDYS	281.00	92	365	25.21%	70.83	48.02
204	1/31/2014	14 00005440	G & F BUSINESS SOLUTIONS	270.00	215	365	58.90%	159.04	107.83
205	12/31/2013	13 00019096	GABRIELA'S PARTY RENTAL	750.00	184	365	50.41%	378.08	256.33
206	5/31/2014	14 00012558	GAGE FAMILY DENTAL	863.00	335	365	91.78%	792.07	537.00
207	3/31/2014	14 00007810	GAGE-SEVILLE DENTAL OFFICE	431.00	274	365	75.07%	323.55	219.35
208	2/28/2014	14 00017738	GAMECELL	338.00	243	365	66.58%	225.02	152.56
209	5/31/2014	14 00013893	GAMESTOP # 3961	500.00	335	365	91.78%	458.90	311.12
210	7/31/2013	13 00018622	GATEWAY CHIROPRACTIC	270.00	31	365	8.49%	22.93	15.55
211	7/31/2013	13 00018621	GATEWAY CHIROPRACTIC GROUP	270.00	31	365	8.49%	22.93	15.55
212	7/31/2013	13 00018561	GAVIOTA FAJAS COLOMBIANAS*	325.00	31	365	8.49%	27.60	18.71
213	9/30/2013	13 00004322	GENESIS TRAVEL & INSURANCE	270.00	92	365	25.21%	68.05	46.14
214	8/31/2013	13 00013018	GIROMEX	500.00	62	365	16.99%	84.93	57.58
215	4/30/2014	14 00022222	GLAMOUR JEWELRY	120.00	304	365	83.29%	99.95	67.76
216	7/31/2013	13 00019881	GRACCO JEWELRY	425.00	31	365	8.49%	36.10	24.47
217	2/28/2014	14 00011006	GRACE I UNISEX HAIR DESIGN	319.00	243	365	66.58%	212.38	143.98
218	10/31/2013	13 00015980	GUESS?*	700.00	123	365	33.70%	235.89	159.93
219	12/31/2013	13 00008188	H & R BLOCK	270.00	184	365	50.41%	136.11	92.28
220	3/31/2014	14 00012374	H.P UNIFORMS	360.00	274	365	75.07%	270.25	183.22
221	1/31/2014	14 00017576	H.P. SHOES PLUS	625.00	215	365	58.90%	368.15	249.60
222	1/31/2014	14 00019165	HABANA BARBER SHOP	270.00	215	365	58.90%	159.04	107.83
223	3/31/2014	14 00017828	HADI'S PERFUMES & JEWELS	450.00	274	365	75.07%	337.81	229.02
224	12/31/2013	13 00021662	HAFFWAY HOUSE RETAIL	319.00	184	365	50.41%	160.81	109.02
225	4/30/2014	14 00013328	HEALTH QUEST MULTISPECIALIST G	248.83	304	365	83.29%	207.24	140.51
226	9/30/2013	13 00015909	HERBALIFE IND. DIST.	450.00	92	365	25.21%	113.42	76.90
227	5/31/2014	14 00022246	HERNANDEZ CLOSE OUT-OUTLET	500.00	335	365	91.78%	458.90	311.12
228	12/31/2013	13 00005071	HERNANDEZ JESUS	270.00	184	365	50.41%	136.11	92.28
229	3/31/2014	14 00012335	HILDA'S INSURANCE AGENCY	675.00	274	365	75.07%	506.71	343.54

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	LICENSE EXPIRATION DATE	LICENSE NUMBER	BUSINESS NAME	BID FEE PAID	DAYS UNUSED		% REBATE	MAX REBATE	REBATE AMOUNT
230	5/31/2014	14 00003761	HISPANO RESEARCH	413.00	335	365	91.78%	379.05	256.99
231	2/28/2014	14 00021960	HOLLYWOOD APPAREL	360.00	243	365	66.58%	239.67	162.49
232	2/28/2014	14 00014941	HOME SHOP	270.00	243	365	66.58%	179.75	121.87
233	5/31/2014	14 00020885	HON ACUPUNCTURE CLINIC	270.00	335	365	91.78%	247.81	168.01
234	2/28/2014	14 00021895	HONEY SUCKER APPAREL	270.00	243	365	66.58%	179.75	121.87
235	9/30/2013	13 00018791	HOT MEAT BOWL	500.00	92	365	25.21%	126.03	85.44
236	1/31/2014	14 00021761	HP WIRELESS	360.00	215	365	58.90%	212.05	143.77
237	9/30/2013	13 00020188	HUNTINGTON CRAFT, INC.	1250.00	92	365	25.21%	315.07	213.61
238	10/31/2013	13 00018948	HUNTINGTON RADIOLOGY	1425.00	123	365	33.70%	480.21	325.56
239	10/31/2013	13 00018947	HUNTINGTON RADIOLOGY	1594.00	123	365	33.70%	537.16	364.18
240	7/31/2013	13 00003838	ICDC COLLEGE	731.25	31	365	8.49%	62.11	42.11
241	10/31/2013	13 00013192	ICDC COLLEGE	2053.00	123	365	33.70%	691.83	469.04
242	2/28/2014	14 00006512	INDEPENDENT AUDIOLOGY	300.00	243	365	66.58%	199.73	135.41
243	8/31/2013	13 00017669	INTER-SHOES, INC.	400.00	62	365	16.99%	67.95	46.06
244	12/31/2013	13 00021676	INTER-SHOES, INC.	425.00	184	365	50.41%	214.25	145.25
245	3/31/2014	14 00021993	INVITACIONES FABI	488.00	274	365	75.07%	366.33	248.36
246	8/31/2013	13 00011729	IRADJ NAZARIAN ,MD, INC	270.00	62	365	16.99%	45.86	31.09
247	2/28/2014	14 00021837	ISIS'S BRIDAL COUTURE	60.00	243	365	66.58%	39.95	27.08
248	2/28/2014	13 00018807	ISIS'S BRIDAL COUTURE*	450.00	243	365	66.58%	299.59	203.11
249	4/30/2014	14 00020839	J & G COLLECTION	270.00	304	365	83.29%	224.88	152.46
250	9/30/2013	13 00004847	J C PENNEY CORP, INC 955-5	500.00	92	365	25.21%	126.03	85.44
251	7/31/2013	13 00021245	JAC WIRELESS	360.00	31	365	8.49%	30.58	20.73
252	4/30/2014	14 00018066	JAKIES BRIDAL	281.00	304	365	83.29%	234.04	158.67
253	3/31/2014	14 00007118	JANETS TRAVEL & TOURS	500.00	274	365	75.07%	375.34	254.47
254	3/31/2014	14 00017868	JESU'S BRIDAL	360.00	274	365	75.07%	270.25	183.22
255	3/31/2014	14 00011081	JESUSA N ROMERO, MD	270.00	274	365	75.07%	202.68	137.41
256	1/31/2014	14 00019183	JEWELRY REPAIR JORGE L. SOTO	360.00	215	365	58.90%	212.05	143.77
257	2/28/2014	14 00020585	JJ DISCOUNT	600.00	243	365	66.58%	399.45	270.82
258	2/28/2014	14 00021931	JOHN PAUL II MEDICAL CLINIC IN	563.00	243	365	66.58%	374.82	254.12
259	1/31/2014	14 00020486	JOHNNY'S CHICK'N ARROZ	375.00	215	365	58.90%	220.89	149.76
260	9/30/2013	13 00017154	JORGE ALONZO INSURANCE AGENCY	375.00	92	365	25.21%	94.52	64.08
261	5/30/2014	14 00018327	JOY BEAUTY SUPPLY	375.00	334	365	91.51%	343.15	232.65
262	9/30/2013	13 00014434	JOY CLUB	450.00	92	365	25.21%	113.42	76.90

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	LICENSE EXPIRATION DATE	LICENSE NUMBER	BUSINESS NAME	BID FEE PAID	DAYS UNUSED		% REBATE	MAX REBATE	REBATE AMOUNT
263	4/30/2014	14 00016528	JP MORGAN CHASE BANK, N.A.	1825.00	304	365	83.29%	1520.00	1,030.51
264	2/28/2014	14 00017778	JUAN A. GARCIA	360.00	243	365	66.58%	239.67	162.49
265	6/30/2014	14 00011397	JUAN M ADRADE MD	270.00	365	365	100.00%	270.00	183.05
266	6/30/2014	14 00012735	JUANITA'S EATCH SHOP & ACCESOR	270.00	365	365	100.00%	270.00	183.05
267	1/31/2014	14 00005823	JUICE & POP'S	360.00	215	365	58.90%	212.05	143.77
268	3/31/2014	14 00012424	JUICE MAX	360.00	274	365	75.07%	270.25	183.22
269	9/30/2013	13 00006039	JUMPING SHOES & SOCKS	600.00	92	365	25.21%	151.23	102.53
270	3/31/2014	14 00007330	K FOOD MARKET	975.00	274	365	75.07%	731.92	496.22
271	4/30/2014	14 00007952	KALUA'S NIGHT CLUB	700.00	304	365	83.29%	583.01	395.27
272	1/31/2014	14 00021755	KAMELIA'S BOUTIQUE	270.00	215	365	58.90%	159.04	107.83
273	9/30/2013	13 00013095	KAREN'S MINI MARKET	270.00	92	365	25.21%	68.05	46.14
274	11/30/2013	13 00014591	KARLITAS BELLA FASHION	270.00	153	365	41.92%	113.18	76.73
275	7/31/2013	13 00015525	KEVIN'S STORE	360.00	31	365	8.49%	30.58	20.73
276	5/31/2014	14 00011357	KIDS & ADULT DENTAL CARE	300.00	335	365	91.78%	275.34	186.67
277	8/31/2013	13 00004566	KID'S LOVE	450.00	62	365	16.99%	76.44	51.82
278	7/31/2013	13 00014103	KIDS TOWN	500.00	31	365	8.49%	42.47	28.79
279	1/31/2014	14 00021717	KIKI'S BRIDAL	375.00	215	365	58.90%	220.89	149.76
280	2/28/2014	14 00017699	KIMI COMMUNICATION	360.00	243	365	66.58%	239.67	162.49
281	2/28/2014	14 00017729	KIM'S VITAMIN	360.00	243	365	66.58%	239.67	162.49
282	8/31/2013	13 00018647	KINDER NUTRITION*	281.00	62	365	16.99%	47.73	32.36
283	8/31/2013	13 00021308	KOKO'S PARTY SUPPLY & FLOWER	563.00	62	365	16.99%	95.63	64.84
284	1/31/2014	14 00008833	L & R TRANSPORTES INC	300.00	215	365	58.90%	176.71	119.81
285	9/30/2013	13 00018735	L.A. SODA	500.00	92	365	25.21%	126.03	85.44
286	1/31/2014	14 00019130	LA BEST HOMES	270.00	215	365	58.90%	159.04	107.83
287	9/30/2013	13 00015888	LA FLOR DE LOTO RESTAURANT	563.00	92	365	25.21%	141.91	96.21
288	12/30/2013	13 00017492	LA MICHOACANA MARKET, INC.	356.00	183	365	50.14%	178.49	121.01
289	1/31/2014	14 00012045	LA MONARCA BAKERY	650.00	215	365	58.90%	382.88	259.58
290	9/30/2013	13 00004964	LA PARISINA	425.00	92	365	25.21%	107.12	72.63
291	7/31/2013	13 00021227	LA PULGA DISCOUNT	360.00	31	365	8.49%	30.58	20.73
292	3/31/2014	14 00016390	LAKHA MEDICAL CLINIC	270.00	274	365	75.07%	202.68	137.41
293	7/31/2013	13 00019890	LAO JEWELERS	360.00	31	365	8.49%	30.58	20.73
294	5/31/2014	14 00022314	LAS VEGAS SHUTTLES	270.00	335	365	91.78%	247.81	168.01
295	12/31/2013	13 00008537	LATIMER & MASSONI	938.00	184	365	50.41%	472.85	320.58

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	LICENSE EXPIRATION DATE	LICENSE NUMBER	BUSINESS NAME	BID FEE PAID	DAYS UNUSED		% REBATE	MAX REBATE	REBATE AMOUNT
296	10/31/2013	13 00004426	LATIN MUSIC WAREHOUSE	600.00	123	365	33.70%	202.19	137.08
297	11/30/2013	13 00020282	LATINO FASHION	400.00	153	365	41.92%	167.67	113.68
298	11/30/2013	13 00018983	LAW OFFICES OF MOLINA & MOLINA	270.00	153	365	41.92%	113.18	76.73
299	5/31/2014	14 00022167	LAW OFFICES OF SCOTT WARMUTH	270.00	335	365	91.78%	247.81	168.01
300	5/31/2014	14 00022208	LAW OFFICES OF SCOTT WARMUTH	270.00	335	365	91.78%	247.81	168.01
301	9/30/2013	13 00003181	LAYLA'S FASHION, INC	400.00	92	365	25.21%	100.82	68.35
302	2/28/2014	14 00020667	LET ME SQUEEZE BIONICOS & JUIC	270.00	243	365	66.58%	179.75	121.87
303	8/31/2013	13 00020574	LEXEXY	360.00	62	365	16.99%	61.15	41.46
304	4/30/2014	14 00020811	LIBRERIA SAN PABLO	400.00	304	365	83.29%	333.15	225.87
305	7/31/2013	13 00019899	LILA'S JEWELRY	360.00	31	365	8.49%	30.58	20.73
306	10/31/2013	13 00005303	LIMITED CLOTHING INC	850.00	123	365	33.70%	286.44	194.20
307	2/28/2014	14 00017820	LINOUS PRODUCTIONS STUDIOS	282.00	243	365	66.58%	187.74	127.28
308	1/31/2014	14 00019967	LISA'S BRIDAL	550.00	215	365	58.90%	323.97	219.64
309	5/31/2014	14 00018242	LIZ "GLAMOUR NAILS" SUPPLY	281.00	335	365	91.78%	257.90	174.85
310	8/31/2013	13 00015602	LIZIS FASHION	450.00	62	365	16.99%	76.44	51.82
311	10/31/2013	13 00021572	LOJOZ USA	282.00	123	365	33.70%	95.03	64.43
312	7/31/2013	13 00006094	LOLY'S BRIDAL, INC.	425.00	31	365	8.49%	36.10	24.47
313	2/28/2014	14 00016246	LOLY'S SALON DE BELLEZA	0.00	243	365	66.58%	0.00	-
314	1/31/2014	14 00021771	LOMAS TAX SERVICE	375.00	215	365	58.90%	220.89	149.76
315	1/31/2014	14 00021750	LOPEZ SHOE'S	360.00	215	365	58.90%	212.05	143.77
316	4/30/2014	14 00018076	LORENA'S DISCOUNT	338.00	304	365	83.29%	281.51	190.86
317	5/31/2014	14 00012634	LOS ALPES ICE CREAM PARLOR	356.00	335	365	91.78%	326.74	221.52
318	6/30/2014	14 00021114	LOS ANGELES PREGNANCY SERVICES	270.00	365	365	100.00%	270.00	183.05
319	11/30/2013	13 00014625	LUCKY DONUTS	413.00	153	365	41.92%	173.12	117.37
320	2/28/2014	14 00006516	LUCY FASHION	360.00	243	365	66.58%	239.67	162.49
321	1/31/2014	14 00016217	LULU'S BRIDAL	450.00	215	365	58.90%	265.07	179.71
322	7/31/2013	13 00021170	LUPIN APPAREL, INC	375.00	31	365	8.49%	31.85	21.59
323	7/31/2013	13 00014241	LUXURY FORMAL WEAR	619.00	31	365	8.49%	52.57	35.64
324	8/31/2013	13 00017057	LUXURY PERFUME OUTLET	360.00	62	365	16.99%	61.15	41.46
325	9/30/2013	13 00003156	LYDIA INSURANCE	300.00	92	365	25.21%	75.62	51.27
326	8/31/2013	13 00014335	M I S J E	360.00	62	365	16.99%	61.15	41.46
327	7/31/2013	13 00012926	MAGDALENO'S BARBER SHOP	270.00	31	365	8.49%	22.93	15.55
328	2/28/2014	14 00006635	MAINLINE SKATE SHOP	360.00	243	365	66.58%	239.67	162.49

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329	7/31/2013	13 00014099	MAJESTIC BRIDAL	500.00	31	365	8.49%	42.47	28.79
330	7/31/2013	13 00005559	MANILA LINE PRINTING	281.00	31	365	8.49%	23.87	16.18
331	12/31/2013	13 00019109	MANUEL SOLIS LAW FIRM-CAL	270.00	184	365	50.41%	136.11	92.28
332	2/28/2014	14 00017714	MANUELA'S BEAUTY SALON	360.00	243	365	66.58%	239.67	162.49
333	8/31/2013	13 00020032	MAR Y SOL PRODUCTIONS	360.00	62	365	16.99%	61.15	41.46
334	6/30/2013	14 00006846	MARGARITA JONES	938.00	0	365	100.00%	938.00	635.94
335	3/31/2014	14 00008607	MARI HISPANIC RESEARCH	360.00	274	365	75.07%	270.25	183.22
336	4/30/2014	14 00016536	MARTHA'S BRIDAL	450.00	304	365	83.29%	374.79	254.10
337	4/30/2014	14 00022114	MARY CELLULARS ELECTRONIC ACCE	375.00	304	365	83.29%	312.33	211.75
338	3/31/2014	14 00007357	MAS SPORTS WEAR	600.00	274	365	75.07%	450.41	305.37
339	9/30/2013	13 00011779	MASROUR CHIROPRACTIC, INC	270.00	92	365	25.21%	68.05	46.14
340	2/28/2014	14 00012559	MAXI'S	1463.00	243	365	66.58%	974.00	660.34
341	9/30/2013	13 00020113	MAYTAG LAVANDERIA	750.00	92	365	25.21%	189.04	128.16
342	12/31/2013	13 00007460	MEADOW MAID DAIRY	825.00	184	365	50.41%	415.89	281.96
343	7/31/2013	13 00015461	MELISSA'S ACCESSORIES	270.00	31	365	8.49%	22.93	15.55
344	10/31/2013	13 00020194	MINGS KITCHEN CHINESE FAST FOO	525.00	123	365	33.70%	176.92	119.94
345	8/31/2013	13 00008273	MIRACLE SHOE REPAIR	319.00	62	365	16.99%	54.19	36.74
346	10/31/2013	13 00018913	MONICA JIMENEZ INDEPENDENT	270.00	123	365	33.70%	90.99	61.69
347	10/31/2013	13 00004553	MORACOMP COMPUTERS	400.00	123	365	33.70%	134.79	91.39
348	1/31/2014	14 00007914	MOTHER'S NUTRITIONAL CENTER	1172.00	215	365	58.90%	690.36	468.04
349	4/30/2014	14 00022039	MTZ WIRELESS	413.00	304	365	83.29%	343.98	233.21
350	1/31/2014	14 00021739	MUAA FASHION LLC	525.00	215	365	58.90%	309.25	209.66
351	7/31/2013	13 00021164	MULTISERVICE INCOME TAX	270.00	31	365	8.49%	22.93	15.55
352	1/31/2014	14 00017631	MULTISERVICIOS RAPIDO	270.00	215	365	58.90%	159.04	107.83
353	11/30/2013	13 00011962	MUNDO JUVENIL	425.00	153	365	41.92%	178.15	120.78
354	2/28/2014	14 00007111	MY DENTIST - MI DENTISTA	270.00	243	365	66.58%	179.75	121.87
355	4/30/2014	14 00022096	MY DREAM BEAUTY SUPPLY & SALON	450.00	304	365	83.29%	374.79	254.10
356	4/30/2014	14 00022049	MY SECRET BOUTIQUE BY DELOA	500.00	304	365	83.29%	416.44	282.33
357	11/30/2013	13 00021595	NAILS GLAMOUR STUDIO	270.00	153	365	41.92%	113.18	76.73
358	2/28/2014	14 00017769	NASSER Z. MEHRIZI, MD., INC.	303.00	243	365	66.58%	201.72	136.76
359	8/31/2013	13 00021327	NATURE SUNSHINE	282.00	62	365	16.99%	47.90	32.48
360	12/31/2013	13 00005905	NATURE SUNSHINE HEALTH PRODUCT	270.00	184	365	50.41%	136.11	92.28
361	3/31/2014	14 00008766	NEGRO Y BLANCO	600.00	274	365	75.07%	450.41	305.37

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362	7/31/2013	13 00012741	NEW STAR DISCOUNT	938.00	31	365	8.49%	79.67	54.01
363	10/31/2013	13 00014581	NEXIS-LEXIS ACCESORIES	363.00	123	365	33.70%	122.33	82.93
364	6/30/2014	14 00021083	NEXIS-LEXIS ACCESORIES	550.00	365	365	100.00%	550.00	372.88
365	12/31/2013	13 00020374	NEXTAR TELECOM	355.47	184	365	50.41%	179.20	121.49
366	8/31/2013	13 00004607	NEYDA HEALTH CENTERS LTD	281.00	62	365	16.99%	47.73	32.36
367	5/31/2014	14 00021036	NICELI BOUTIQUE	425.00	335	365	91.78%	390.07	264.45
368	1/31/2014	14 00021810	NOBEL FASHION	400.00	215	365	58.90%	235.62	159.74
369	3/31/2014	14 00021989	NORTHSTORM	1250.00	274	365	75.07%	938.36	636.18
370	11/30/2013	13 00004646	NS FASHION INC	425.00	153	365	41.92%	178.15	120.78
371	12/31/2013	13 00021701	NUMERO UNO EXPRESS TAX	415.00	184	365	50.41%	209.21	141.83
372	7/31/2013	13 00021306	NUTRITION & MORE #2	187.50	31	365	8.49%	15.92	10.80
373	7/31/2013	13 00021307	NUTRITION & MORE #3	120.00	31	365	8.49%	10.19	6.91
374	5/31/2014	14 00019914	OCTAVIO DIAZ-LIZARRAGA, M.D.	270.00	335	365	91.78%	247.81	168.01
375	10/31/2013	13 00017268	OK TRAVEL & TOURS	281.00	123	365	33.70%	94.69	64.20
376	1/31/2014	14 00004896	OLA INSURANCE SERVICES	562.00	215	365	58.90%	331.04	224.44
377	1/31/2014	14 00011189	OLEON PHOTO STUDIO	400.00	215	365	58.90%	235.62	159.74
378	8/31/2013	13 00004998	OMAR'S	300.00	62	365	16.99%	50.96	34.55
379	8/31/2013	13 00018731	ONE DRESS	360.00	62	365	16.99%	61.15	41.46
380	2/28/2014	14 00021902	ONE STOP BRIDAL	281.00	243	365	66.58%	187.08	126.83
381	5/31/2014	14 00007085	OOORALE USA	493.00	335	365	91.78%	452.48	306.77
382	8/31/2013	13 00008754	ORQUIDEA'S NEW LOOK BEAUTY SAL	270.00	62	365	16.99%	45.86	31.09
383	1/31/2014	14 00020513	PACIFIC ARTS & CRAFTS	431.25	215	365	58.90%	254.02	172.22
384	1/31/2014	14 00019619	PACIFIC AUTO REGISTRATION	270.00	215	365	58.90%	159.04	107.83
385	3/31/2014	14 00013716	PACIFIC DENTAL CENTER	270.00	274	365	75.07%	202.68	137.41
386	6/30/2014	14 00011502	PACIFIC ELECTRONIC & JEWELRY,I	450.00	365	365	100.00%	450.00	305.09
387	5/31/2014	14 00022207	PACIFIC LAW FROUP-ABOGADOS DE	360.00	335	365	91.78%	330.41	224.01
388	9/30/2013	13 00018895	PACIFIC PROFESSIONAL INCOME TX	360.00	92	365	25.21%	90.74	61.52
389	3/31/2014	14 00014967	PACIFIC RESTAURANT	425.00	274	365	75.07%	319.04	216.30
390	4/30/2014	14 00020973	PACIFIC SNOW CONE CREAM & ICE	769.00	304	365	83.29%	640.48	434.23
391	11/30/2013	13 00003961	PACIFIC SPORTSWEAR	1000.00	153	365	41.92%	419.18	284.19
392	5/31/2014	14 00018121	PACIFIC SPORTSWEAR	975.00	335	365	91.78%	894.86	606.69
393	3/31/2014	14 00017819	PACIFIC WEDDINGS & OFICINA REA	270.00	274	365	75.07%	202.68	137.41
394	9/30/2013	13 00004133	PACIFICA TRAVEL	300.00	92	365	25.21%	75.62	51.27

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395	1/31/2014	14 00013483	PALACE	450.00	215	365	58.90%	265.07	179.71
396	4/30/2014	14 00020823	PALACIO PHOTO STUDIO 2	360.00	304	365	83.29%	299.84	203.28
397	1/31/2014	14 00020547	PALETERIA Y NEVERIA LA MICHOAC	400.00	215	365	58.90%	235.62	159.74
398	3/31/2014	14 00019356	PALOMA WOMEN'S CLINIC &	289.00	274	365	75.07%	216.95	147.08
399	6/30/2014	14 00021029	PAMORE PIZZA	273.75	365	365	100.00%	273.75	185.59
400	4/30/2014	14 00019556	PAOLA'S ACCESSORIES	360.00	304	365	83.29%	299.84	203.28
401	11/30/2013	13 00014619	PARAMOUNT MEDICAL SPECIALTY GP	303.00	153	365	41.92%	127.01	86.11
402	12/31/2013	13 00005583	PARK BARBER SHOP	270.00	184	365	50.41%	136.11	92.28
403	11/30/2013	13 00005629	PARK THEATRE	1425.00	153	365	41.92%	597.33	404.97
404	5/31/2014	14 00022367	PARTNERSHIO FOR ACTIVE LEARNING	270.00	335	365	91.78%	247.81	168.01
405	10/31/2013	13 00018972	PASE Y ADELGAZE	360.00	123	365	33.70%	121.32	82.25
406	10/31/2013	13 00003559	PASEO TRAVEL	356.00	123	365	33.70%	119.97	81.33
407	9/30/2013	13 00005783	PAYLESS SHOESOURCE #4993	725.00	92	365	25.21%	182.74	123.89
408	3/31/2014	14 00021996	PERFECT MATCH	281.00	274	365	75.07%	210.94	143.01
409	9/30/2013	13 00015807	PETER & PAUL CLOTHING	400.00	92	365	25.21%	100.82	68.35
410	10/31/2013	13 00013149	PHOTO FACTORY	360.00	123	365	33.70%	121.32	82.25
411	10/31/2013	13 00018961	PIBE'S FASHION	500.00	123	365	33.70%	168.49	114.23
412	7/31/2013	13 00021207	PLATA BELLA JOYERIA	281.00	31	365	8.49%	23.87	16.18
413	2/28/2014	14 00016302	PLAYASOL TRAVEL	360.00	243	365	66.58%	239.67	162.49
414	8/1/2013	13 00019992	PRAJIN DISCOUNT	337.50	32	365	8.77%	29.59	20.06
415	11/30/2013	13 00014610	PRETTY WOMAN	450.00	153	365	41.92%	188.63	127.89
416	12/31/2013	13 00016115	PRIMOR HUNTINGTON, INC.	945.00	184	365	50.41%	476.38	322.97
417	12/1/2013	13 00019019	PRINCESS BRIDAL	575.00	154	365	42.19%	242.60	164.48
418	9/30/2013	13 00015768	PRINCESS BRIDAL SHOP	270.00	92	365	25.21%	68.05	46.14
419	2/28/2014	14 00017750	PRO DENTISTA	544.00	243	365	66.58%	362.17	245.54
420	9/30/2013	13 00018885	PROFESSIONAL LEGAL SERVICES	360.00	92	365	25.21%	90.74	61.52
421	12/31/2013	13 00016114	PROFESSIONAL SOLUTIONS CENTER	450.00	184	365	50.41%	226.85	153.80
422	10/31/2013	13 00018974	PROPEL PRINT	270.00	123	365	33.70%	90.99	61.69
423	4/30/2014	14 00022125	PT SATELLITES INC	175.00	304	365	83.29%	145.75	98.82
424	2/28/2014	14 00012312	PT SATELLITES INC.*	525.00	243	365	66.58%	349.52	236.96
425	1/31/2014	14 00020462	PTS INSURANCE AGENCY, LLC	400.00	215	365	58.90%	235.62	159.74
426	1/31/2014	14 00006801	RAINBOW DONUTS	506.00	215	365	58.90%	298.05	202.07
427	9/30/2013	13 00015861	RANDOLPH HOTEL	488.00	92	365	25.21%	123.00	83.39

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428	9/30/2013	13 00015860	RANDOLPH MOTEL	638.00	92	365	25.21%	160.81	109.02
429	11/30/2013	13 00021629	RASPADOS GUADALAJARA	270.00	153	365	41.92%	113.18	76.73
430	4/30/2014	14 00018109	RED ROSE ACCESSORIES	550.00	304	365	83.29%	458.08	310.57
431	2/28/2014	14 00013513	RELIABLE COURT SVCS	360.00	243	365	66.58%	239.67	162.49
432	12/31/2013	13 00020433	RESTAURANTE Y PUPUSERIA AZUCEN	281.00	184	365	50.41%	141.65	96.04
433	12/21/2013	13 00021687	RESTORANTE VICTORIA'S	450.00	174	365	47.67%	214.52	145.44
434	9/30/2013	13 00020078	REYES BIKE SHOP	270.00	92	365	25.21%	68.05	46.14
435	10/31/2013	13 00006390	RIA FINANCIAL SERVICES	500.00	123	365	33.70%	168.49	114.23
436	2/28/2014	14 00017709	RIBBONS AND MORE	360.00	243	365	66.58%	239.67	162.49
437	5/31/2014	14 00012582	RIO LEMPA RESTAURANT	544.00	335	365	91.78%	499.29	338.50
438	7/31/2013	13 00015573	RIOS TRAVEL AGENCY	360.00	31	365	8.49%	30.58	20.73
439	4/30/2014	14 00003665	RITA MEDICAL CLINIC	788.00	304	365	83.29%	656.31	444.96
440	12/31/2013	13 00005088	RITE AID	2500.00	184	365	50.41%	1260.27	854.43
441	6/30/2014	14 00018507	RITMO LATINO WIRELESS	825.00	365	365	100.00%	825.00	559.33
442	1/31/2014	14 00016398	RODRIGUEZ MULTISERVICES	270.00	215	365	58.90%	159.04	107.83
443	5/31/2014	14 00021131	ROONG-FAH 2	270.00	335	365	91.78%	247.81	168.01
444	11/30/2013	13 00008193	ROSITA'S BAKERY INC	1900.00	153	365	41.92%	796.44	539.96
445	2/28/2014	14 00017721	ROYAL PRESTIGE	360.00	243	365	66.58%	239.67	162.49
446	7/31/2013	13 00018634	RP CORPORATION OF STARS	581.00	31	365	8.49%	49.35	33.45
447	10/31/2013	13 00021522	RUMI K. LAKHA	360.00	123	365	33.70%	121.32	82.25
448	2/28/2014	14 00016324	SAEDI LAW CORPORATION, PC	270.00	243	365	66.58%	179.75	121.87
449	2/28/2014	14 00016249	SAFARY MEXICAN FOOD	281.00	243	365	66.58%	187.08	126.83
450	1/31/2014	14 00020455	SALON RIVERA	270.00	215	365	58.90%	159.04	107.83
451	7/31/2013	13 00008541	SALUD NATURAL	394.00	31	365	8.49%	33.46	22.69
452	2/28/2014	14 00022279	SAMANTHA'S BRIDAL	31.25	243	365	66.58%	20.80	14.11
453	2/28/2014	14 00005809	SAMANTHA'S BRIDAL	375.00	243	365	66.58%	249.66	169.26
454	1/31/2014	14 00021819	SAMMY'S BOUTIQUE	281.00	215	365	58.90%	165.52	112.22
455	9/30/2013	13 00017121	SAN ANGEL MEDICAL CLINIC	338.00	92	365	25.21%	85.19	57.76
456	4/30/2014	14 00013822	SAN ANGEL MEDICAL CLINIC	282.00	304	365	83.29%	234.87	159.24
457	12/31/2013	13 00005575	SAN FRANCISCO DENTAL OFFICE	563.00	184	365	50.41%	283.81	192.42
458	6/30/2014	14 00008657	SAN MARTIN PHARMACY	675.00	365	365	100.00%	675.00	457.63
459	4/30/2014	14 00019553	SAN MIGUEL MEDICAL CLINIC	469.00	304	365	83.29%	390.62	264.83
460	3/31/2014	14 00013728	SAN MIGUEL SPA & SALON, LLC	413.00	274	365	75.07%	310.03	210.19

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461	4/30/2014	14 00016454	SARA FASHION	525.00	304	365	83.29%	437.26	296.45
462	5/31/2014	14 00021017	SEED	360.00	335	365	91.78%	330.41	224.01
463	9/30/2013	13 00020148	SERVIENTREGA EXPRESS	0.00	92	365	25.21%	0.00	-
464	4/30/2014	14 00022078	SEXY HEELS BY DELOA 1	500.00	304	365	83.29%	416.44	282.33
465	5/31/2014	14 00013889	SHANGHAI ACUPUNCTURIST	360.00	335	365	91.78%	330.41	224.01
466	5/31/2014	14 00013888	SHANGHAI HERBS	450.00	335	365	91.78%	413.01	280.01
467	10/31/2013	13 00021588	SHENDELL'S JEWELRY CO.*	360.00	123	365	33.70%	121.32	82.25
468	10/31/2013	13 00014573	SHIEKH SHOES	675.00	123	365	33.70%	227.47	154.21
469	1/31/2014	14 00012117	SHINE ON	500.00	215	365	58.90%	294.52	199.68
470	8/31/2013	13 00018710	SHIRLEY HANDBAG	400.00	62	365	16.99%	67.95	46.06
471	9/30/2013	13 00017102	SHOE HUT	925.00	92	365	25.21%	233.15	158.07
472	8/31/2013	13 00014153	SHOE WORLD SPORTS ZONE	450.00	62	365	16.99%	76.44	51.82
473	6/30/2014	14 00014014	SHOE WORLD SPORTS ZONE	450.00	365	365	100.00%	450.00	305.09
474	2/28/2014	14 00013658	SIERRA OCHOA INS SVCS, INC	360.00	243	365	66.58%	239.67	162.49
475	12/31/2013	13 00019080	SIGUE CORP	270.00	184	365	50.41%	136.11	92.28
476	8/31/2013	13 00018795	SIGUE CORPORATION	394.00	62	365	16.99%	66.93	45.37
477	1/31/2014	14 00005909	SKECHERS USA	1250.00	215	365	58.90%	736.30	499.19
478	3/31/2014	14 00007447	SKY FASHION	425.00	274	365	75.07%	319.04	216.30
479	7/31/2013	13 00014106	SNACK WORLD	360.00	31	365	8.49%	30.58	20.73
480	1/31/2014	14 00020551	SOFIA GIFT & DECORATIONS SHOP	500.00	215	365	58.90%	294.52	199.68
481	7/31/2013	13 00021253	SOUTH ATLANTIC MEDICAL GROUP	938.00	31	365	8.49%	79.67	54.01
482	3/31/2014	14 00020691	SPORT & FASHION CLOTHING	450.00	274	365	75.07%	337.81	229.02
483	8/31/2013	13 00003926	SPRINT PCS	475.00	62	365	16.99%	80.68	54.70
484	4/30/2014	14 00019543	ST. MICHAEL IMPERIAL	400.00	304	365	83.29%	333.15	225.87
485	4/30/2014	14 00022068	STATE FARM INSURANCE	270.00	304	365	83.29%	224.88	152.46
486	11/30/2013	13 00017420	STEPHANIE FOTO Y VIDEO	450.00	153	365	41.92%	188.63	127.89
487	8/31/2013	13 00020013	STEPHANY'S STORE	360.00	62	365	16.99%	61.15	41.46
488	7/31/2013	13 00021229	STUDIO 77 BEAUTY SALON	281.25	31	365	8.49%	23.89	16.19
489	4/30/2014	14 00007720	SU CASA DE CAMBIO H.P.	375.00	304	365	83.29%	312.33	211.75
490	3/31/2014	14 00003102	SUBWAY #17162	656.00	274	365	75.07%	492.45	333.87
491	5/30/2014	14 00015211	SUNNY BEE FASHION	525.00	334	365	91.51%	480.41	325.70
492	6/30/2014	14 00021174	SUNNY TU FASHIONS	360.00	365	365	100.00%	360.00	244.07
493	2/28/2014	14 00019292	SUNOMEGA GOLD	270.00	243	365	66.58%	179.75	121.87

**City of Huntington Park  
 BID Refunds**

8/29/2013

	LICENSE EXPIRATION DATE	LICENSE NUMBER	BUSINESS NAME	BID FEE PAID	DAYS UNUSED		% REBATE	MAX REBATE	REBATE AMOUNT
494	4/30/2014	14 00022112	SUPER PRINT AND GRAPHICS	300.00	304	365	83.29%	249.86	169.40
495	4/30/2014	14 00020807	SUPERIOR ONE INSURANCE AGENCY	360.00	304	365	83.29%	299.84	203.28
496	7/31/2013	13 00018531	SUSSY'S BRIDAL	725.00	31	365	8.49%	61.58	41.75
497	12/31/2013	13 00021644	SWEET DREAMS	600.00	184	365	50.41%	302.47	205.06
498	10/31/2013	13 00011854	SWEET DREAMS LINGERIE	360.00	123	365	33.70%	121.32	82.25
499	6/30/2014	14 00016802	SWEET DREAMS LINGERIE	450.00	365	365	100.00%	450.00	305.09
500	3/31/2014	14 00017984	TAQUERIA EL SOMBRERO	750.00	274	365	75.07%	563.01	381.71
501	11/30/2013	13 00014611	TASTY THAI, INC	563.00	153	365	41.92%	236.00	160.00
502	10/31/2013	13 00015917	TELSCAPE COMMUNICATIONS, INC	450.00	123	365	33.70%	151.64	102.81
503	10/31/2013	13 00005031	THE CHILDREN'S PLACE #1472	925.00	123	365	33.70%	311.71	211.33
504	7/31/2013	13 00003006	THE ID SOLUTION	360.00	31	365	8.49%	30.58	20.73
505	1/31/2014	14 00005936	THE MEDICINE CABINET PHARMACY	375.00	215	365	58.90%	220.89	149.76
506	1/31/2014	14 00006266	THE ROCKS WATER	469.00	215	365	58.90%	276.26	187.30
507	3/31/2014	14 00007348	THE TRAVEL SUPERSTORE/LATIN ES	431.00	274	365	75.07%	323.55	219.35
508	1/31/2014	14 00019145	THE WIRELESS CLUB BEEPER II	360.00	215	365	58.90%	212.05	143.77
509	10/31/2013	13 00021567	THINK AND PRINT	270.00	123	365	33.70%	90.99	61.69
510	5/31/2014	14 00021016	TIFFANY'S BRIDAL	475.00	335	365	91.78%	435.96	295.57
511	8/31/2013	13 00014351	TINKER BELL	475.00	62	365	16.99%	80.68	54.70
512	11/30/2013	13 00017422	T-MOBILE WEST CORPORATION	550.00	153	365	41.92%	230.55	156.30
513	6/30/2014	14 00008299	TONY KING'S BUFFET, INC	388.00	365	365	100.00%	388.00	263.05
514	1/31/2014	14 00021818	TORTAS AHOGADAS EL REY	525.00	215	365	58.90%	309.25	209.66
515	4/30/2014	14 00019578	TORTAS AZTECA RESTAURANT	270.00	304	365	83.29%	224.88	152.46
516	2/28/2014	14 00019249	TRES AMIGOS WESTERN WEAR, INC	750.00	243	365	66.58%	499.32	338.52
517	3/31/2014	14 00017872	TRUE DENIM EMPIRE TRADING	400.00	274	365	75.07%	300.27	203.58
518	3/31/2014	14 00020703	TUMBY'S PIZZA	375.00	274	365	75.07%	281.51	190.85
519	8/31/2013	13 00021313	TUTTI FRUTTI	500.00	62	365	16.99%	84.93	57.58
520	9/1/2013	13 00016975	TUTTI FRUTTI	360.00	63	365	17.26%	62.14	42.13
521	2/28/2014	14 00017717	TWIN SOCKS	360.00	243	365	66.58%	239.67	162.49
522	3/31/2014	14 00019346	ULTRA HEALTH PHYSICAL THERAPY	270.00	274	365	75.07%	202.68	137.41
523	2/28/2014	14 00005822	UNLIMITED T-SHIRTS	360.00	243	365	66.58%	239.67	162.49
524	2/28/2014	14 00017680	UNLIMITED T-SHIRTS	363.00	243	365	66.58%	241.67	163.84
525	12/30/2013	13 00016058	UROK LEARNING INSTITUTE	270.00	183	365	50.14%	135.37	91.78
526	3/1/2014	14 00015121	USA ELECTRONIC	625.00	244	365	66.85%	417.81	283.26





# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

September 3, 2013

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

Dear Mayor and Members of the City Council:

## **FIRST AMENDMENT TO CONTRACT NO. C-117979 BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the First Amendment to Contract NO. C-117979 Between the City of Los Angeles and the City of Huntington Park to extend the performance period of the 2009 Edward Byrne Justice Assistance Grant to June 30, 2013.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Huntington Park was the recipient of a 2009 Edward Byrne Justice Assistance Grant (JAG) that was set to expire September 30, 2012. This grant provided \$62,986 in funding to support the purchase of computer equipment for vehicles, fund Immediate Deployment training for personnel, and supplies associated with training.

On or about December 5, 2012, the United States Department of Justice extended the performance period for this grant until June 30, 2013. The Huntington Park Police Department was allowed to use unspent funds on grant programs as a result of this extension.

Due to the time constraints on the program deadlines, the formal amendment process was not made available to us until after the extension deadline passed. The approval of this amendment to the original agreement is a retroactive process. When initially funded, the City of Los Angeles withheld 10% of the funds until completion of the grant period. Approval of the amended agreement is necessary for the City of Los Angeles to release the remaining funds to the City of Huntington Park.

**FIRST AMENDMENT TO CONTRACT NO. C-117979 BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK**

September 3, 2013

Page 2 of 3

**FISCAL IMPACT/FINANCING**

The Huntington Park Police Department benefited from the extension granted by the Grantor. Under the extension, \$7,404.78 in additional allowable grant expenditures was funded by the previously expired 2009 Justice Assistance Grant. The extension eliminated the need to fund these expenditures through the General Fund.

Once this amendment is executed by the City of Huntington Park, the City of Los Angeles will be able to provide the final payment on this grant to the City of Huntington Park.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The original contract between the City of Los Angeles and the City of Huntington Park for the 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) indicated a grant period that ended on September 30, 2012. The first amendment to contract number C-117979 between the City of Los Angeles and the City of Huntington Park extends that deadline to June 30, 2013.

**CONCLUSION**

Upon approval by City Council:

1. Three originals of said Agreement shall be executed by the City Manager, City Attorney and the City Clerk. The City Seal shall be included on page 3 of each copy.
2. All three signed originals of the Agreement shall be sent to:

Terry Rose  
Office of Mayor Eric Garcetti  
Homeland Security and Public Safety  
200 North Spring Street, Room 303  
Los Angeles, CA 90012

**FIRST AMENDMENT TO CONTRACT NO. C-117979 BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK**

September 3, 2013

Page 3 of 3

Respectfully submitted,



RENE BOBADILLA  
City Manager, P.E.



JORGE CISNEROS  
Chief of Police

**ATTACHMENT:**

- A: First Amendment to Contract Number C-117979 of City of Los Angeles  
Contract Between the City of Los Angeles and the City of Huntington Park

# ATTACHMENT "A"

FIRST AMENDMENT TO CONTRACT NUMBER C-117979 OF  
CITY OF LOS ANGELES CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
THE CITY OF HUNTINGTON PARK

THIS FIRST AMENDMENT to Contract Number C-117979 ("First Amendment") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and the City of Huntington Park, a municipal corporation (the "Subgrantee" or "Subrecipient").

WITNESSETH

WHEREAS, the City and Subrecipient entered into that certain City of Los Angeles Contract Number C-117979 (the "Agreement") related to the Fiscal Year 2009 Edward Byrne Memorial Justice Assistance Grant program ("JAG 09" or the "Grant"), whereby the City agreed to disburse JAG 09 grant funds to Subrecipient in accordance with the JAG 09 approved budget and Subrecipient agreed to use the grant funds to support activities and projects to prevent and control crime based on the local needs and conditions of the Subrecipient while providing meaningful and measureable outcomes consistent with the goals of JAG 09, such Agreement having a term of October 1, 2008 through September 30, 2012; and

WHEREAS, on or about December 5, 2012, the United States Department of Justice (the "Grantor") extended the performance period deadline for the Grant to June 30, 2013 (the "Grant Extension"); and

WHEREAS, Section 505 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City, through its Office of the Mayor, Office of Homeland Security and Public Safety ("Mayor's Office"), which has been designated by the City to administer the Agreement and the projects contemplated therein, and Subrecipient each desires to enter into this First Amendment for the purpose of amending and/or modifying the Agreement to extend the term of the Agreement from September 30, 2012 to June 30, 2013 in accordance with the Grant Extension and to make such other changes as are required in connection with the foregoing, all as detailed in this First Amendment and as authorized under Section 14.8 of the Los Angeles Administrative Code; and

WHEREAS, this First Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and Subrecipient hereby covenant and agree that the Agreement be amended effective September 30, 2012 as follows:

1. Section 201 of the Agreement entitled "Time of Performance" is hereby amended in its entirety to read as stated within the quotation marks in the following paragraph:

"The term of this Agreement shall commence on October 1, 2008 and end June 30, 2013. Said term is subject to the provisions herein."

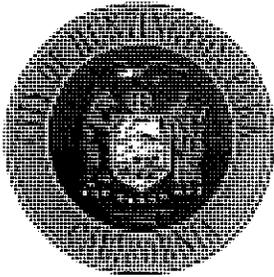
2. Except as herein amended or modified, all terms and conditions of the Agreement shall remain unchanged and in full force and effect by way of this First Amendment.
3. Due to the need for Subrecipient's services to be provided continuously on an ongoing basis, Subrecipient may have provided services prior to the execution of this First Amendment. To the extent that said services were performed in accordance with the terms and conditions of this First Amendment, those services are hereby ratified.
4. This First Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This First Amendment includes three (3) pages which constitute the entire understanding and agreement of the parties with respect to the matters set forth herein.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Subrecipient have caused this First Amendment to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor Homeland Security and Public Safety, Mayor's Office</p> <p>Date _____</p>
<p>ATTEST: JUNE LAGMAY, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____ Rutan &amp; Tucker, LLP, Interim City Attorney</p> <p>Date _____</p>	<p>For: The City of Huntington Park, a municipal corporation</p> <p>By _____ Rene Bobadilla, City Manager</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____ Rosanna M. Ramirez, City Clerk</p> <p>Date _____</p>	<p>[CITY of HUNTINGTON PARK SEAL]</p>

City Business License Number: \_\_\_\_\_  
 Internal Revenue Service ID Number: \_\_\_\_\_  
 Council File/OARS File Number: 09-2545 Date of Approval January 19, 2010  
 City Contract Number C-117979



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

September 3, 2013

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

Dear Mayor and Members of the City Council:

## **APPROVAL OF ANNUAL REPORT FOR THE CITY OF HUNTINGTON PARK RISK MANAGEMENT FUND 745 FOR FISCAL YEAR ENDING JUNE 30, 2014**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the annual budget for the City of Huntington Park Risk Management (Fund 745) for Fiscal Year Ending June 30, 2014.
2. Approve Request for Proposals to solicit firms to provide third-party administration (TPA) for general liability claims.
3. Authorize the City Manager to negotiate a month-to-month contract with Carl Warren & Company until selection of TPA firm.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Like several surrounding government agencies, the City is a "self-insured" entity. This term is somewhat of a misnomer, since the City does pay directly the majority of its claims. The City participates in an insurance pool, the Independent Cities Risk Management Authority (ICRMA), which provides property, auto, and crime insurance policies and pays all claims above a certain limit, the self-insured retention ("SIR"). The ICRMA is a self-insurance pool provider, comprised of twenty-one local Southern California municipalities.

The City pays for most of its workers' compensation and general liability claims (from reserves). The City has an SIR of \$250,000 and \$500,000 per General Liability and Workers' Compensation claims, respectively. All claims above this amount, including legal bills, are paid by the ICRMA.

The City utilizes a third-party administrator, Carl Warren & Company, to assist in the administration of its general liability claims. AdminSure provides TPA services for all workers' compensation claims.

## **APPROVAL OF ANNUAL REPORT FOR THE CITY OF HUNTINGTON PARK RISK MANAGEMENT FUND 745 FOR FISCAL YEAR ENDING JUNE 30, 2014**

September 3, 2013

Page 2 of 4

The Risk Management Budget covers two types of claims:

1. General Liability
  2. Workers Compensation
- 
1. General Liability - This policy has a limit of \$30 million in excess of ICRMA'S \$5 million retention. Liability insurance covers only the risk of being sued for negligence or strict liability torts.
  2. Workers' Compensation – This policy has a limit of \$100 million in excess of ICRMA'S \$5 million self-insured limit. Workers' compensation is a form of insurance providing wage replacement and medical benefits to employees injured in the course of employment.

The City also obtains insurance coverage for Property Damage, Crime and Auto from the ICRMA.

1. Property insurance – This policy has a limit of \$125 million in All Risk and Earthquake losses and \$75 million for Flood losses, and has a list of sub-limits. \$10,000 deductible for all losses except earthquake and flood. The policy covers 21 properties.
2. Crime insurance – This policy has a limit of \$1 million and \$5,000 per loss deductible.
3. Auto insurance - This policy has a limit of \$10 million, with earthquake and flood losses, sub-limited to \$5 million per occurrence and a \$5,000 deductible. The policy covers 154 fleet vehicles.

### **FISCAL IMPACT/FINANCING**

The proposed budget for Fiscal Year 2013-2014 is \$1,808,542. The budget is allocated between \$626,274 workers compensation costs and \$1,017,159 general liability costs, as well as \$165,000 of direct staff salaries and benefits.

Salaries & Benefits - These costs represent a portion of City Clerk, Finance, and Human Resource staff cost who work directly on risk management issues.

Workers' Compensation – These costs includes the workers' compensation risk premium paid to ICRMA of \$156,274, as well as payment of \$85,000 to the third-party administrator (TPA), Adminsure.

## **APPROVAL OF ANNUAL REPORT FOR THE CITY OF HUNTINGTON PARK RISK MANAGEMENT FUND 745 FOR FISCAL YEAR ENDING JUNE 30, 2014**

September 3, 2013

Page 3 of 4

General Liability – These costs include the general liability risk premium paid to ICRMA of \$415,240. This year's premium amount included a \$32,798 "one-time credit". In addition, there are insurance policy premiums for property, auto and crime that total \$247,719; the payment of \$19,200 to the third-party administrator (TPA); and \$150,000 in legal costs.

A detailed Risk Management (Fund 745 budget) for Fiscal Year 2013-2014 is provided (Attachment A)

Note: Last year the City incurred a late fee penalty from the ICRMA in the amount of \$21,645 for failing to make the premium payment on time (due date August 2, 2012). This year the City paid the ICRMA the annual premium due of \$819,233 on August 5, 2013, with City Council consent but prior to formal budget approval, in order to avoid this late penalty again.

**Level of Reserves** – As of June 30, 2013 (the end of Fiscal Year 2012-2013), the Risk Management Fund had accumulated a reserve fund balance of \$4,771,872.

The actuarial reports provided by Bay Actuarial (ICRMA-selected firms), stipulate that the City should maintain a minimum of \$3.9 million: \$772,000 for General Liability claims (56% limit/confidence) and \$3,155,000 for Workers Compensation claims (55% limit/confidence).

The actuarial reports stipulate that the amount required for 80% confidence (i.e., 80% likelihood that City has sufficient reserves to cover all of its claims) is \$4.8 million: \$1.0 million for General Liability and \$3.8 million Workers Compensation.

Based on the actuarial report findings, it appears that the City maintains (~80%) conservative levels of risk management reserves.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Carl Warren & Company's contract expired on 7/1/2011. Therefore, the City will provide an RFP to solicit proposals for General Liability TPA services. Carl Warren & Company provided services for a flat fee of \$19,200 per year (other cities have per incident or hourly fee structures).

The contract for workers' compensation TPA services, with AdminSure, expires upon 30 day notice. They are paid \$85,000 per year. City staff has been satisfied with TPA services for workers compensation to date.

**APPROVAL OF ANNUAL REPORT FOR THE CITY OF HUNTINGTON PARK RISK  
MANAGEMENT FUND 745 FOR FISCAL YEAR ENDING JUNE 30, 2014**

September 3, 2013

Page 4 of 4

**CONCLUSION**

Upon Council approval, staff will issue the Request for Proposal for General Liability TPA services, and extend the month-to-month contract with Carl Warren & Company.

Respectfully submitted,



RENÉ BOBADILLA  
City Manager, P.E.



JULIO F. MORALES  
Director of Finance

**ATTACHMENTS:**

Attachment A: Budget

Attachment B: Request for Proposals

# ATTACHMENT "A"

# CITY OF HUNTINGTON PARK

Risk Management - Fund 745

REVENUES	Budget	Actual	Proposed Budget FY 13-14
745-0000-361.10-00 Interest Income	-	15,633	-
745-0000-391.10-10 General Fund	1,414,725	1,405,481	1,414,725
745-0000-391.20-10 Water	28,295	28,295	28,295
745-0000-391.20-20 Sewer	3,798	3,798	3,798
745-0000-391.20-30 Solid Waste	10,006	10,006	10,006
745-0000-391.40-10 Prop C - Sales Tax	13,936	13,936	13,936
745-0000-391.40-20 Prop A - Sales Tax	13,993	13,993	13,993
745-0000-391.40-30 Gas Tax	47,624	49,015	47,624
745-0000-391.50-30 Home	20,330	18,069	20,330
745-0000-391.50-40 CDBG	56,755	54,046	56,755
745-0000-391.50-80 LBPHCIP-Lead Base	12,554	5,715	12,554
745-0000-391.65-20 Business Improvement	5,385	5,385	5,385
745-0000-391.65-40 Street Light Assessment	30,227	30,227	30,227
745-0000-391.65-50 Parking System	61,037	61,037	61,037
745-0000-391.70-10 Fleet Maintenance	26,922	26,922	26,922
745-0000-395.10-00 Reimbursements	-	2,253	-
<b>TOTAL REVENUES</b>	<b>\$ 1,745,587</b>	<b>\$ 1,743,811</b>	<b>\$ 1,745,587</b>

EXPENSES	Budget	Actual	FY 13-14
745-0230-413.11-00 Regular Salaries	138,108	132,218	132,000
745-0230-413.13-00 Overtime - Regular	-	65	65
745-0230-413.14-00 Overtime Code 10	-	235	235
745-0230-413.15-40 Salary & Wages / Bi-Lingual Pay	2,625	2,421	2,421
745-0230-413.15-60 Salary & Wages / Premium Pay	2,385	1,624	1,624
745-0230-413.18-20 Wages & Salary / Sick Leave Buy Back	3,006	(341)	3,000
745-0230-413.22-00 Medicare	1,400	1,543	1,543
745-0230-413.23-00 PERS Contributon-NonSworn	21,375	18,028	18,028
745-0230-413.25-05 PARS / PARS - Contribution	6,450	6,192	6,192
<b>SubTotal - Salary &amp; Benefits</b>	<b>\$ 175,349</b>	<b>\$ 161,985</b>	<b>\$ 165,109</b>
745-9030-413.26-00 Workers Comp Premium*	120,000	142,958	156,274
745-9030-413.33-70 Professional Services / Contrctual Srv 3rd Party	85,000	84,965	85,000
745-9030-413.52-30 Worker's Comp Claim Payment	350,000	363,504	365,000
745-9030-413.74-10 Capital Outlay / Equipment	-	22,342	20,000
<b>Workers Compensation Sub-Total</b>	<b>\$ 555,000</b>	<b>\$ 613,769</b>	<b>\$ 626,274</b>
745-9031-413.32-70 Professional Services / Contractual Srv Legal	150,000	154,797	150,000
745-9031-413.33-70 Professional Services / Contrctual Srv 3rd Party	21,000	19,200	19,200
745-9031-413.52-10 Insurance / Ins - Property Premium*	255,000	248,649	236,672
745-9031-413.52-20 Insurance / Ins - Liability Premium*	420,000	410,406	426,287
745-9031-413.52-30 General Liability Claim Settlement	185,000	9,570	185,000
745-0230-413.61-20 Supplies / Dept Supplies & Expense	2,000	147	
745-0230-413.64-00 Memberships & Meetings	900	200	
Late Fee*		21,645	
<b>General Liability Sub-Total</b>	<b>\$ 1,033,900</b>	<b>\$ 864,614</b>	<b>\$ 1,017,159</b>
<b>SubTotal - Operating Costs</b>	<b>\$ 1,588,900</b>	<b>\$ 1,478,382</b>	<b>\$ 1,643,433</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,764,249</b>	<b>\$ 1,640,368</b>	<b>\$ 1,808,542</b>
<i>FY 2011-12 Cash Balance</i>	<i>\$4,668,428</i>	<i>\$4,668,428</i>	<i>\$4,771,872</i>
<b>Balance</b>	<b>\$ 4,649,766</b>	<b>\$ 4,771,872</b>	<b>\$ 4,708,917</b>

# ATTACHMENT "B"

## **CITY OF HUNTINGTON PARK**

### **REQUEST FOR PROPOSAL**

#### **FOR**

### **THIRD PARTY LIABILITY CLAIMS ADMINISTRATION SERVICES**

The City of Huntington Park ("CITY") is requesting proposals from qualified claims administration firms to provide liability claims adjusting and management services for its self-insured program. The CITY may contract with different firms for the two lines of coverage.

A written contract will be executed effective October 2013 between the City of Huntington Park and the selected firm(s). Such contract will be for a period of three (3) years to include an option to extend the term for an additional two (2) years. There shall be a provision within the contract providing the City of Huntington Park the right to cancel without cause with sixty (60) days written notice of intent to cancel. The City of Huntington Park also will reserve the right to cancel for cause with thirty (30) days notice.

#### **I. BACKGROUND**

The City Huntington Park, self-insured for liability claims since 1980, is located in Los Angeles County, 16.3 miles East of Los Angeles International Airport. The City of Huntington Park encompasses 3.003 square miles and has a population of approximately 58,624.

The City of Huntington Park employs 165 full-time and approximately 52 part-time employees with an estimated payroll of \$13.6 million. The City of Huntington Park is a full service city including Police, Public Works, Community Development, Parks and Recreation, Finance, Personnel & Risk Management, and Administration departments.

The City of Huntington Park participates in a pooled Liability Program through the Independent Cities Risk Management Authority (ICRMA) Joint Powers Authority. The Program provides excess General Liability, Automobile Liability, Public Officials Errors and Omissions, Law Enforcement Liability and Employment Practices Liability coverage for liability claims above the member's retained limit. Each member has settlement authority for claims within its retained limit. Currently, the City of Huntington Park has a retained limit of \$250,000. The ICRMA Litigation Manager may provide oversight on a claim, particularly those claims which have the potential to pierce the pool layer. ICRMA has settlement authority as follows:

- General Manager: Up to \$50,000 in excess of each member's retained limit
- Claims Committee: Up to \$250,000 in excess of each member's retained limit

- Administrative Committee: Up to \$500,000 in excess of each member's retained limit
- Governing Board: The balance up to \$30 million.

The selected firm must effectively communicate with the City of Huntington Park's, defense counsel and ICRMA's Litigation Manager.

The City of Huntington Park has approximately 17 new liability claims each year.

## **II. SCOPE SERVICES**

The responsibilities of the claims adjusting service is divided into three categories: claims administration, litigation management, and reporting of claims activities. ICRMA has adopted best practices to promote effective claims administration, litigation management and reporting of claims activities.

### **A. Claims Administration**

The claims adjusting firm shall provide the City of Huntington Park with sufficient qualified personnel, including at least one senior claims adjustor, to efficiently and effectively meet the responsibilities as defined below and any other duties incidental, or in addition, to those responsibilities. The senior claims adjustor shall have a minimum of three years experience in adjusting liability claims for public entities. The claims adjusting firm shall also provide a supervisor/account manager who shall oversee the servicing of the City of Huntington Park's claims. The account manager shall have at least six years experience in adjusting liability claims, five of which involved adjusting liability claims for public entities. No adjustor or supervisor/account manager shall service the City's account without prior approval by the City of Huntington Park.

The responsibilities of the claims adjusting firm shall include, but not be limited to, the following:

1. Establish and maintain a file for each claim reported, to include a diary review system by both the examiner and supervisor; statistical data for each claim should be stored electronically and shall include all data required to comply with federal and state requirements including medicare secondary payer laws and regulations.
2. Provide comprehensive investigative services;
3. Periodically, determine potential liability and establish, review, and update reserves for each reported accident and advise the City of Huntington Park of any changes as they occur;

4. Notify ICRMA Litigation Manager of a claim as required by the Memorandum of Coverage (MOC) and coordinate with the City of Huntington Park and Litigation Manager in the defense, settlement, and payment of claims;
5. Provide the City of Huntington park with a recommendation to accept or deny a claim within the statutory period in the California Government Code;
6. Provide immediate notification to the City of Huntington Park, and if appropriate the ICRMA Litigation Manager of offers to settle;
7. Obtain releases and other necessary forms from all appropriate parties upon settlement of a claim;
8. Upon the City of Huntington Park's request, assist with its preparation for appearances in small claims court;
9. Prepare and, where needed, obtain approval for issuance of checks, drafts, or other documents in the payment of claims with copies sent to the City of Huntington Park;
10. Determine any potential to tender a claim to third parties and the feasibility of subrogation, and take appropriate steps to subrogate, where such action is appropriate;
11. Promptly close each claim as soon as possible;
12. Make available time, files, and necessary staff for meetings with the City of Huntington Park and ICRMA and attendance at applicable meetings (City Council, ICRMA Claims Committee or ICRMA Governing Board) for settlement authority, claim resolution strategy, and periodic claim audits;
13. Maintain complete records of payments from an approved trust account, established by the Administrator on behalf of the City of Huntington Park for the purpose of paying all claims related costs.

B. Litigation Management

The claims adjusting firm shall assist in the implementation and conform to the procedures pursuant to the Litigation Management Program. The duties of the claims adjusting firm shall include, but not be limited to:

1. Monitor defense counsel and assist in the implementation of the ICRMA's Litigation Management Policies and Procedures;
2. With input from the City Huntington Park, assign the defense of litigated cases to the defense firm selected;
3. Assist defense counsel, at the direction of the City of Huntington Park, in obtaining facts or circumstances of a claim, including assistance in answering interrogatories;
4. Supplying and collecting the case analysis and performance evaluation forms from the defense firms;
5. Review legal bills for accuracy, for compliance with the Litigation Management Policies and Procedures, and use of cost effective processes; and
6. Maintaining, in coordination with the City of Huntington Park and the Litigation Manager, an evaluation file on each defense firm with respect to each defense assignment.

C. Reporting of Claims Activity

Provide a monthly statistical report for each line of coverage which shows all claims having activity, including claimant name, nature/type/cause of injury/loss, date of loss, status, loss/expense paid and reserved amounts, with monthly and year-to-date totals. A guide to any and all abbreviations used in any of the reports shall be provided to the City Huntington Park. Reports shall include all claims meeting the City of Huntington Park's reporting criteria.

In addition to the monthly statistical report, the adjusting firm will provide a monthly payment register showing all payments issued, payee, voucher number, voucher date, and claimant name, if applicable.

Upon the request of the City of Huntington Park, the adjusting firm shall also provide special reports on claims, in detail or summary, sorted or queried by any, or any combination, of the fields at no additional cost. All reports shall be provided in a Microsoft Excel format.

### **III. INVESTIGATIONS:**

Investigation services shall, at a minimum, include the following:

1. Take statement of facts from all claimants when not represented by an attorney or with the attorney's permission. Statements will be preserved by recording or by taking hand written signed statements.
2. As warranted, conduct further investigation of a claim and advise the City when further investigation is deemed warranted. Further investigation may include, but not be limited to, on-site investigation, photographs, interviewing witnesses, verification of damage or loss, taking measurements, obtaining maps/diagrams from the City or other sources, obtaining medical releases, police reports, paramedics reports, marine department or other reports as may be necessary, obtaining building permits or other records as required.
3. If claimant is represented by an attorney, direct all communication to the claimant's attorney regarding the investigation, negotiation, and evaluation of any claims leading to a settlement as may be appropriate.
4. Report all Bodily Injury claims to the Index Bureau. Conduct Index Bureau searches for repeat claimants. Conduct additional Index Bureau searches at request of the City.
5. Obtain approval from the City before engaging the services of an outside vendor for an investigate assignment.
6. At the request of the City, investigate inverse condemnation claims.
7. Arrange, with prior the City approval, for expert services including but not limited to professional photography, independent medical examinations, professional engineering services, and laboratory services.

#### IV. INSTRUCTIONS FOR PREPARING WRITTEN PROPOSAL

Each proposer shall submit a complete proposal with all information requested. The content of the proposal will be as follows:

A. Cover Letter

The cover letter will include the company name, address, and telephone number of the authorized person to be used as the contact.

The letter will indicate whether the proposer is an individual, partnership, or corporation. It must be signed by the individual, partner, or an officer or agent authorized to bind the firm. A corporation submitting a proposal may be required to furnish a certificate as to its corporate existence and satisfactory evidence as to the officers authorized to execute the contract on behalf of the corporation.

B. Table of Contents

C. Company Qualifications

This section should include:

1. Knowledge and experience of the firm and its personnel in serving self-insured public entities in Southern California. (Limited to one page);
2. A description of at least two similar or related contracts under which the proposer is currently providing services;
3. Experience and qualifications of staff
  - List the staff assigned, title, and responsibilities as it would relate to this engagement
  - Include resumes of each staff assigned; and
  - Identify appropriate certifications
4. At least three public entity client references, preferably located in Southern California

D. Work Plan

This section should contain the proposer's work plan for providing the services required. The following work plan must, at a minimum address, the following:

1. General approach to providing claims administration services;
2. Confirmation the proposer will comply with the attached performance standards. Alternatively, the proposer must clearly specify how services will vary from these standards.
3. Process of reporting and ability to generate a variety of RMIS reports. Discussion should include the ability of the City of Huntington Park to access claims information through Windows-based or web-based programs.
4. Adjustors assigned:
  - Identify adjustor
  - Location of service
  - Current case load;
5. Indicate for each staff assigned the relative time they will spend on the City of Huntington Park, i.e., will they be dedicated to the City of Huntington Park or will they have additional client responsibilities; and
6. Conversion of historical data from the current claims administration service provider, including retrieval of file.
7. Indicate whether the proposer will be willing to serve as the reporting agent for the City of Huntington Park with regard to Medicare secondary payer laws/regulations and whether such service is included in the proposed contract pricing.

E. Cost

Please quote an annual service fee, clearly stating what services and expenses are included in the fee. Identify what services, if any, will require additional charges, fees or costs. Any costs not identified in the proposal shall not be reimbursed by the City of Huntington Park.

**V. INSURANCE AND BONDING REQUIREMENTS**

The Administrator must agree to indemnify, hold the City of Huntington Park harmless, and defend the City of Huntington Park from all claims and legal action for damages arising from their performance under the agreement.

Prior to and during the performance of the contract, the Administrator shall maintain at its own expense the following minimum insurance coverage:

1. Commercial General Liability insurance in an amount no less than \$1,000,000.
2. Business Automobile Liability insurance in an amount no less than \$1,000,000 per accident.
3. Workers' Compensation insurance meeting all statutory benefit requirements of the Labor Code of the State of California and Employers Liability insurance with a minimum of \$1,000,000 per claim.
4. Professional Errors & Omissions insurance with a minimum of \$1,000,000 limit per claim.
5. Crime bond covering the misappropriation of City of Huntington Park funds.

Insurance shall be primary with regards to any claim for damages arising out of the work performed under a service agreement. The City of Huntington Park, its officers, agents, and employees shall be named as additional insured under the Commercial General Liability policy. The Administrator shall disclose its self insured retentions on each of the required policies. The insurer shall provide 30 days written notice to the City of Huntington Park regarding non-renewal, expiration or any changes in coverage. Appropriate insurance certificates and endorsements shall be provided to the City of Huntington Park for review and approval prior to execution of a service agreement. All carriers must maintain an A.M. Best rating of A-, VII or better or otherwise meet the City of Huntington Park's approval.

## **VI. SELECTION PROCESS**

Only those proposals which are complete and delivered to the office of the City Clerk by 2:00 p.m. on June 2, 2011, shall be considered. Please send an original and three (3) copies of your proposal. Address all proposals to:

Office of the City Clerk  
City of Huntington Park  
6550 Miles Avenue, Rm 148  
Huntington Park, CA 90255-4577

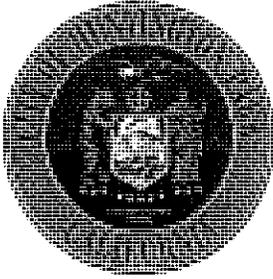
The City of Huntington Park will review the proposals submitted. The firms whose proposals are selected as finalists for consideration may be asked to appear, at their own expense, before an evaluation panel to discuss their proposal.

All proposals, whether selected or rejected, shall become the property of the City of Huntington Park. Costs of preparation of proposals will be borne solely by the proposer. Proposals may not be submitted by fax machine or email.

The City of Huntington Park reserves the right to: reject any and all proposals; to waive any informality, defect, or irregularity in a proposal; to conduct contract negotiations with any TPA (whether or not it has submitted a proposal); to alter the selection process in any way; to postpone the selection process for its own convenience at any time; to accept or reject any individual sub-consultant that a TPA proposes to use; and/or to decide whether or not to contract with any TPA. Nothing in this RFP shall be construed to obligate the City of Huntington Park to negotiate or enter into a contract with any particular TPA. This RFP shall not be deemed to be an offer to contract or to enter into a binding contract or agreement of any kind.

Questions regarding this Request for Proposal or the City of Huntington Park's liability claims program may be directed to:

Office of the City Clerk  
City of Huntington Park  
6550 Miles Avenue, Rm 148  
Huntington Park, CA 90255-4577  
323.584.6230



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

September 3, 2013

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

Dear Mayor and Members of the City Council:

## **APPROVAL OF COMBI OPERATING PLAN AND CONTRACT WITH OLDTIMERS FOUNDATION.**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the revised operating plan for Combi Fixed Route Services.
2. Approve the contract amendment with Oldtimers Foundation to provide transportation services related to Combi Fixed Route Services.
3. Authorize the City Manager to execute the contract amendment with Oldtimers Foundation.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 3, 2013, the City Council approved the operating budgets for transportation-related special revenues funds: Proposition A, Proposition C, and AQMD. Proposition C was facing a \$400,000 budget deficit and Proposition A had a potential \$150,000 deficit in the current fiscal year. The City Council approved the following changes to its transportation programs:

#### **Proposition A**

1. Eliminate Senior Dial-A-Ride \$160,000 (Oldtimers Foundation)
2. Eliminate Regional Transit Program \$200,000 (Oldtimers Foundation)
3. Increase Dial-A-Ride fare from \$0.25 to \$1.00 each way (Fiesta Taxi)
4. Fiesta Taxi to collect fares directly

## **APPROVAL OF COMBI OPERATING PLAN AND CONTRACT WITH OLDTIMERS FOUNDATION**

September 3, 2013

Page 2 of 3

### Proposition C

1. Reduce Combi budget by \$400,000
2. Reduce operating hours during week
3. Eliminate Sunday service
4. Increase fares from \$0.25 to \$0.75

The City Council directed staff to discuss the changes with Oldtimers Foundation and develop an implementation plan for these changes. Oldtimers Foundation found the recommended changes to be operationally inefficient, specifically, the proposed Combi service schedules.

Oldtimers Foundation met with staff and proposed the following "revised" operational plan for the Combi:

1. M-F 6:30 am to 6:30 pm – 3 vehicles running one-way with 25-minute headways
2. Saturday 8 am to 5 pm
3. Increase fare from \$0.25 to \$0.75
4. Seniors, disabled, and children under 4 will continue to be free

Although Oldtimers Foundation has been requested to reduce their operating budget by nearly \$400,000 (more than 50%), to help the City meet its budgetary objectives, their revised operational plan will continue to provide services at the same rate of pay of \$43.50 per hour.

Oldtimers Foundation continues to provide cost effective and quality services. Staff appreciates their cooperation in meeting our financial challenges; therefore, staff recommends the continuation of Combi Fixed Route Services with Oldtimers Foundation.

### FISCAL IMPACT/FINANCING

The City Council approved the necessary reductions for the Fiscal Year 2013-2014 Proposition A and Proposition C budgets to eliminate potential structural deficits. There has been some delay in the implementation of these changes; cash flow shortfalls during this transition period will be covered by Measure R monies.

Oldtimers Foundation has revised their operational plan to meet our budget savings target of \$400,000, at the same hourly rate fee. The authorization of the revised operational plan and renegotiated contract terms will enable the City to continue to provide Combi Fixed Route Services within the Proposition C budget.

**APPROVAL OF COMBI OPERATING PLAN AND CONTRACT WITH OLDTIMERS FOUNDATION**

September 3, 2013

Page 3 of 3

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Based on the revised operating plan, Oldtimers Foundation has requested a contract amendment with the following provisions:

1. Three-year contract term
2. Release of insurance claim for fire damaged vehicle (paid by Oldtimers via lease)
3. 20 hours of free transportation services for City-sponsored events each year.

See attached proposal letter for additional details (Attachment A).

Although not stipulated in their proposal letter, staff recommends the inclusion of an annual Consumer Price Index (CPI) inflator (to the rate of pay) to avoid any potential unexpected rate increase requests in the future. In addition, the contract should permit Oldtimers to purchase gasoline from the Public Works yard, which should provide additional savings. The Public Works Department will provide assigned gas cards and will net out the cost of gasoline from each invoice.

**CONCLUSION**

Upon City Council approval of recommended actions, the City Manager will execute the contract amendment, and staff will coordinate with Oldtimers Foundation to implement changes to fares and service hours by mid-October of 2013.

Respectfully submitted,



RENÉ BOBADILLA  
City Manager, P.E.



JAMES ENRIQUEZ  
Director of Public Works

**ATTACHMENTS:**

A: Letter from Oldtimers Foundation

B: Contract Amendment with Oldtimers Foundation

# ATTACHMENT "A"



# OLDTIMERS FOUNDATION

(Founded 1984)

*A Charitable and Educational Foundation  
Serving the Needs of Senior Citizens:*

- Congregate Meals
- Home Delivered Meals
- Transportation
- Support Services

August 28, 2013

Mr. Rene Bobadilla  
 Mr. Julio Morales  
 City of Huntington Park  
 6550 Miles Avenue  
 Huntington Park, CA 90255

**RE: Proposed Reduction to Fixed Route System**

Dear Mr. Bobadilla and Mr. Morales:

We appreciate the time and consideration that was provided to our original proposal regarding the changes to the city's COMBI - Fixed Route System. We understand wholeheartedly the need to respond to the budget constraints facing the city and are reaffirming our commitment to work hand in hand with City staff to ensure that the transportation program comes well within the budget parameters sought.

Accordingly, we would like to amend our original proposal to reflect the following changes

SERVICE	DESCRIPTION	FARE	HOURS	EST COST
WEEKDAY SERVICE Monday – Friday 6:30 am to 6:30 pm	One (1) Clock-wise Route operating 3 vehicles with 25 minute headways	<ul style="list-style-type: none"> <li>• \$.75 for General Public</li> <li>• Seniors, Children Under 4 free</li> </ul>	10,032 Revenue Hours	\$436,392
WEEKEND SERVICE Saturday - Only 8 am to 5 pm	One (1) Clock-wise route operating 3 vehicles with 25 minute or less headways	<ul style="list-style-type: none"> <li>• \$.75 for General Public</li> <li>• Seniors, Children Under 4 free</li> </ul>	1248 Revenue Hours	\$54,288
* NO SUNDAY SERVICE OFFERED				
PROJECTED FAREBOX COLLECTION				\$135,000
PROJECTED FIXED ROUTE PROGRAM BUDGET				<b>\$355,680</b>

As part of this proposal, we are anticipating retaining use of the current fleet of buses in order to operate the system. Additionally, we are asking for the transfer of title of the following vehicle to our agency: El Dorado Bus VIN IGBESVIG28F407766. The vehicle was totaled as a result of a bus fire that occurred in 2012. Our insurance company has a claim that they would like to release which we would then reinvest improvements for the COMBI fleet.

**Our ability to effectively reduce current service levels by nearly 50% and to maintain our current hourly rate of \$43.50 at no increased cost to the City, will keep the fixed route program within the City's budget and thereby avoid complete dismantling of it as a response to the budget deficit.**

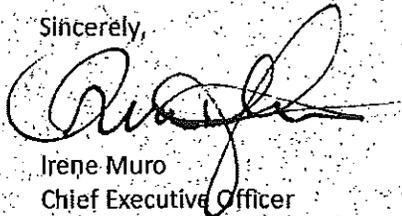
Accordingly, we respectfully request a contract extension as part of this proposal and further commit to continuing to work with City staff for additional cost savings and possible grant opportunities to improve service. In order to save city resources, we suggest that a 3 year contract with two (2) annual extension would financially benefit the City and reassure the riding public. The listed actions below show the costs savings that we can provide to the City through this contract.

- We have submitted a plan that would save the City over \$400,000 a year and reduce the City's dependency on Proposition C funding for provision of its transportation services for its residents. This would allow for leveraging of Prop C funds for other much needed projects.
- Elimination of Senior Dial-a-Ride program that operates Monday – Saturday.
- Creation of a 3 vehicle Fixed-Route System that will reduce travel time from 30 minutes to 25 minutes.
- Provide a 4<sup>th</sup> vehicle that will run during rush hour periods for the convenience of the general public and senior residents.
- Provide a fare increase of \$.25 for a base fare of \$.75 for General Public which is a much lower fare than is currently in place for neighboring service areas.
- Our senior, disabled and children under the age of 4 will continue to be able to ride free of charge.
- We will continue to provide free administrative services and management leadership of the annual Los Angeles Metropolitan Transportation Authority audit which requires the use of three Oldtimer Foundation employees.
- Finally, we will be making available a total of 20 hours of complimentary service for the City to utilize for City sponsored events upon authority from the City Manager and Council.

Through our partnership with City staff and our proven experience, we were able to arrive at a solution that is functional and can address the transit needs of Huntington Park residents effectively and within budget.

We appreciate your time and consideration of our proposal. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Irene Muro  
Chief Executive Officer

# ATTACHMENT "B"

**FOURTH AMENDMENT TO AGREEMENT FOR OPERATION OF PUBLIC TRANSIT SERVICES IN THE CITY OF HUNTINGTON PARK BETWEEN THE CITY OF HUNTINGTON PARK AND OLDTIMERS FOUNDATION**

**FOURTH AMENDMENT TO AGREEMENT FOR OPERATION OF PUBLIC TRANSIT SERVICES IN THE CITY OF HUNTINGTON PARK BETWEEN THE CITY OF HUNTINGTON PARK AND OLDTIMERS FOUNDATION** (“Fourth Amendment”), is made and entered into as of September 2, 2013, by and between the City of Huntington Park, a Municipal Corporation of the State of California (“City”), and Oldtimers Foundation, a California Corporation (“Contractor”), with reference to the following:

**RECITALS**

**WHEREAS**, City and Contractor are parties to that certain Agreement, dated April 4, 2004, as amended on March 20, 2007, July 16, 2008 and September 17, 2012 (collectively the “Agreement”), pursuant to which City contracted with Contractor to perform services as defined in the Agreement; and

**WHEREAS**, City of Contractor now desire to amend the Agreement to (i) adjust the Fix Route Transpiration System services described in the Agreement (ii) extend the term of the Agreement for a period of three years and (iii) provide for Contractor’s purchase of vehicles.

**NOW THEREFORE**, City and Contractor hereby agree as follows:

1. Scope of Work. Section 2 “Transportation Services” of the Agreement, and the exhibits attached thereto, are hereby amended as follows:
  - A. The Fix Route Transpiration System services described in the Agreement, and the exhibits attached thereto, are adjusted as follows:

SERVICE	DESCRIPTION	FARE	HOURS	HOURLY COST	ANNUAL COST
WEEKDAY SERVICE Monday - Friday 6:30 am to 6:30 pm	One (1) Clock-wise route operating 3 vehicles with 25 minute headways	<ul style="list-style-type: none"> <li>• \$.75 for General Public</li> <li>• Seniors, Disabled and Children Under 4 free</li> </ul>	10,032 Revenue Hours	\$43.50	\$436,392
WEEKEND SERVICE Saturday - Only 8:00 am to 5:00 pm *NO SUNDAY SERVICE OFFERED	One (1) Clock-wise route operating 3 vehicles with 25 minute or less headways	<ul style="list-style-type: none"> <li>• \$.75 for General Public</li> <li>• Seniors, Disabled and Children Under 4 free</li> </ul>	1248 Revenue Hours	\$43.50	\$54,288
FAREBOX COLLECTION					\$135,000
FIXED ROUTE PROGRAM BUDGET					\$355,680

The hourly rate is subject to annual adjustment (with the first such adjustment occurring no earlier than for services performed on or after January 1, 2014) based on Consumer Price Index (CPI) for the prior year and such increase, if any, shall be applied to the hourly rate unless otherwise negotiated between the City and Contractor.

- B. Contractor will make available a total of 20 hours of complimentary transportation services to the City to utilize for City sponsored events as authorized by the City Manager.
  - C. The Senior Dial-a-Ride Program is eliminated. As of the effective date of this Fourth Amendment, City shall no longer be charged or invoiced by Contractor for any service(s) originating from or relating to the Senior Dial-a-Ride Program.
2. Term of Agreement. The Agreement is hereby extended for a period of two years until April 3, 2016.
  3. Section 32. Section entitled "Vehicles" is hereby amended to include the following:
    - C. Following Contractor's payment to City of all local match funds, as set forth in Section 2 of the June 16, 2008 Second Amendment to the Agreement, Contractor shall continue use of said vehicles at no annual charge to the Contractor.
  4. Effective Date. The effective date of this Third Amendment is September 2, 2013.
  5. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.
  6. Counterparts. This Third Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for Operation of Public Transit Services in the City of Huntington Park between the City of Huntington Park and Oldtimers Foundation as of the day and year first above written.

**Contractor:**  
Oldtimers Foundation,  
A California Corporation

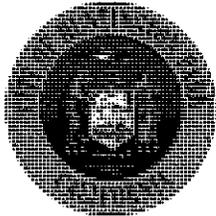
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City:**  
City of Huntington Park,  
A Municipal Corporation

By: \_\_\_\_\_  
Mario Gomez, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Rocio Martinez, Acting City Clerk



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

September 3, 2013

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

Dear Mayor and Members of the City Council:

## **AWARD A PROFESSIONAL SERVICES AGREEMENT TO KOSMONT COMPANIES TO PROVIDE ECONOMIC DEVELOPMENT SERVICES**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve a Professional Services Agreement with Kosmont Companies to provide Economic Development Consulting Services to develop a city-wide economic development strategic plan for the Community Development Block Grant (CDBG) program.
2. Authorize the City Manager to execute the professional services agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In an effort to increase City revenues, revitalize the business climate and provide job opportunities for residents, City staff is seeking to enhance its economic development strategy. As part of this process, the City solicited proposals from qualified firms to provide economic development consulting services to develop a city-wide economic development strategic plan, with an emphasis on Pacific Boulevard. The economic development plan will seek to maximize the City's future economic potential within a framework of stated City policy objectives. This plan will be used as a practical guide for City staff and policy makers in the future.

The approved consultant will be responsible for providing three key services to the City:

- 1) Prepare an Economic Development Plan
- 2) Prepare an Economic Development Marketing Strategy Plan
- 3) Provide as-needed staffing support for the implementation of plan recommendations

# **AWARD A PROFESSIONAL SERVICES AGREEMENT TO KOSMONT COMPANIES TO PROVIDE ECONOMIC DEVELOPMENT SERVICES**

September 3, 2013

Page 2 of 3

## **FISCAL IMPACT/FINANCING**

These services have been approved in the Fiscal Year 2013-2014 CDBG action plan/budget. The contract is for a not-to-exceed amount of \$40,000:

1. \$30,000 will be covered by CDBG
2. \$10,000 will be paid from General Fund monies

The fees provided by both firms do not include staff support services, to be provided on an as-needed basis, which will be paid from monies budgeted for the currently vacant Community Development Director position.

## **CONTRACTING PROCESS**

On July 3, 2013, the City released a request for proposals (RFP) to solicit bids from various consultant firms. The City sent the RFP to six qualified firms that provide Economic Development services:

- 1) Keyser Marston & Associates
- 2) **Kosmont Companies**
- 3) **Rosenow Spevacek Group Inc. (RSG)**
- 4) Tierra West Advisors
- 5) HR&A
- 6) Estolano LeSar Perez

Of the six firms solicited, only two responded to the RFP: Kosmont Companies and RSG.

## **Evaluation of Proposals**

Proposals were evaluated using three criteria:

1. 50 points – Statement of Qualifications (qualifications)
2. 30 points – Work Plan and Performance Schedule
3. 20 points – Proposed Fee

The evaluation process included interviews of the consultants. The Statement of Qualification and Work Plan and Performance Schedule criteria were evaluated based on the written proposal and the oral interview.

*Statement of Qualification:* RSG's proposal was clearly written, and had a long list of references for developing economic development plans - RSG was the firm that developed the City's last economic development plan. The strength of the Kosmont Companies' proposal was its detailed focus on developing a marketing plan and implementation strategy.

**AWARD A PROFESSIONAL SERVICES AGREEMENT TO KOSMONT COMPANIES  
TO PROVIDE ECONOMIC DEVELOPMENT SERVICES**

September 3, 2013

Page 3 of 3

*Work Plan and Performance Schedule:* It was apparent from the interview that the Kosmont Companies provided more direct and practical experience in the implementation of economic development strategies, while RSG had greater experience developing “study” plans.

The City is seeking direct assistance in attracting new businesses. RSG’s responses were geared more toward developing a “study plan”, while Kosmont’s emphasis was on developing a useable marketing strategy and providing direct and practical assistance in attracting new business to the City.

In terms of performance schedule, Kosmont Companies proposed a three-month implementation timeline, whereas RSG’s proposed timeline was four to six months.

Based on the evaluation process, Kosmont Companies had a better understanding of the City’s needs and provided very practical recommendations.

*Proposed Fee:*

- Kosmont Companies : \$39,501
- RSG: \$50,400

**CONCLUSION**

Upon City Council approval a professional services agreement for an amount not-to-exceed \$40,000 will be executed by the City Manager.

Respectfully submitted,



RENÉ BOBADILLA  
City Manager, P.E.



Julio Morales  
Director of Finance

**ATTACHMENTS**

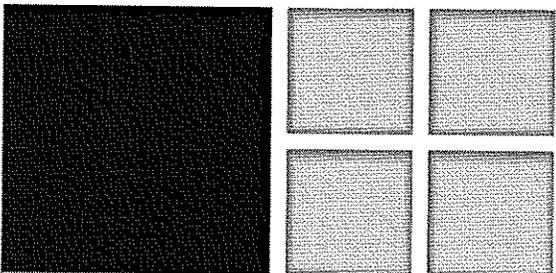
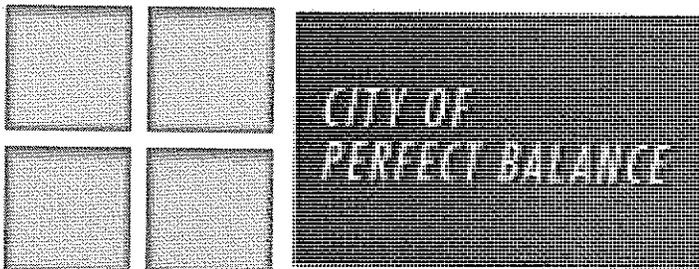
- Attachment A: Proposal from Kosmont Companies
- Attachment B: Request for Proposals
- Attachment C: Agreement with Kosmont Companies

# ATTACHMENT "A"



## PROPOSAL

### **CITY OF HUNTINGTON PARK** *Economic Development & Financial Consulting Services*





July 12, 2013

Mr. Manuel G. Acosta  
Housing and Community Development Manager  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

**RE: Request for Proposals for Economic Development & Financial Consulting Services**

Dear Mr. Acosta

Kosmont & Associates, Inc., doing business as Kosmont Companies ("Kosmont" or "Consultant"), is pleased to present this proposal for economic development and financial advisory services to the City of Huntington Park ("Client" or "City"). It is our understanding that the City seeks a consultant to provide economic development consulting services in connection with the development of an economic development strategic plan that will maximize the City's future economic potential within the City's policy objectives and at the same time create a guide that provides high-level policy direction and specific implementation recommendations for the City staff and policy makers to follow in the future.

Kosmont Companies, a certified Minority Business Enterprise (MBE), is a full service local government, economics and real estate advisory firm with a 27+ year track record of working with cities and public agencies on economic development strategies and real estate projects that have led to successful outcomes. Our public and private sector experience, and in-depth expertise in multiple areas such as financial advisory, economic development, real estate development, project funding, business costs/incentives and land use/zoning make us the ideal firm to provide the City with economic development and financial consulting services.

Since 1986, Kosmont has performed a myriad of assignments in over one hundred cities across the state of California. Locally, we have worked in communities such as South Gate, Lynwood, Bell Gardens, Vernon, Inglewood, Los Angeles and many others. Currently, we are assisting many of our clients in evaluating strategic alternatives to funding economic development using tax incentives and a variety of funding tools without redevelopment. This effort is augmented by economic analysis and related work on zoning incentives and specific plans.

Kosmont Companies also provides key staff support services. The firm recently served as Interim City Administrator for Montebello, and our staff includes former City Managers, Directors of Economic Development/Redevelopment, Community Development, and Financial Services.

The Kosmont team understands the needs of the private sector, as well. In 1994, I founded the Kosmont-Rose Institute *Cost of Doing Business Survey*<sup>®</sup> which has been the national standard for businesses to compare costs among cities when considering a move or an expansion. Kosmont also helped establish the first Los Angeles Business Team under Mayor Richard Riordan, designed to provide citywide business attraction and retention services. We have subsequently designed many business attraction programs which have yielded substantial private investment in our client's communities.



The Kosmont Team is fully equipped with the expert knowledge and extensive experience needed to provide the City with the requested economic development and financial consulting services. We are prepared to meet the demands of the Scope of Work presented in the City's Request for Proposals. We allocate tasks and responsibilities to team members based on subject-matter expertise and available capacity to optimize efficiency cost effectiveness, and to ensure on schedule delivery of work product to our clients.

Our Team meets daily to ensure each phase of a project is being completed in the highest quality and most efficient manner possible. Senior team members, including Larry Kosmont, review work product for quality control purposes, prior to submission to the Client. Work plans, estimated milestone timelines, and task budgets are developed and confirmed with clients prior to initiation of work in order to carefully manage schedule and cost and to deliver relevant and compelling work product for the Client. Our approach and implementation plan for this project is explained in detail for your review within the work plan section of the following proposal starting on page 10.

Kosmont has a long track record of successfully structuring even the most difficult of public and private transactions. Kosmont's philosophy is that of a deal maker. We strive for creative and responsible solutions to financial and development transactions that efficiently bridge the gaps between the needs of transactional partners so that mutually beneficial objectives are achieved. Kosmont's experience across real estate, economic development, and financial markets make it uniquely suited to help guide projects from concept to reality.

If selected, we will be available to assist the City at any time while providing our unique brand of high-touch and personalized service. We look forward to the opportunity to assist the community and are available to discuss further at your convenience.

Yours truly,

A handwritten signature in cursive script that reads "Larry J. Kosmont".

Larry J. Kosmont, CRE®  
President & CEO

If selected, the contact individuals are as follows:

**Larry J. Kosmont, CRE®, President and CEO**

Email: [lkosmont@kosmont.com](mailto:lkosmont@kosmont.com)

Cell: ( 213) 507-9000

**Susan Perry, Esq., Partner and COO**

Email: [sperry@kosmont.com](mailto:sperry@kosmont.com)

Cell: (818) 606-5232

Main Office: (213) 417-3300 ~ Fax: (213) 417-3311



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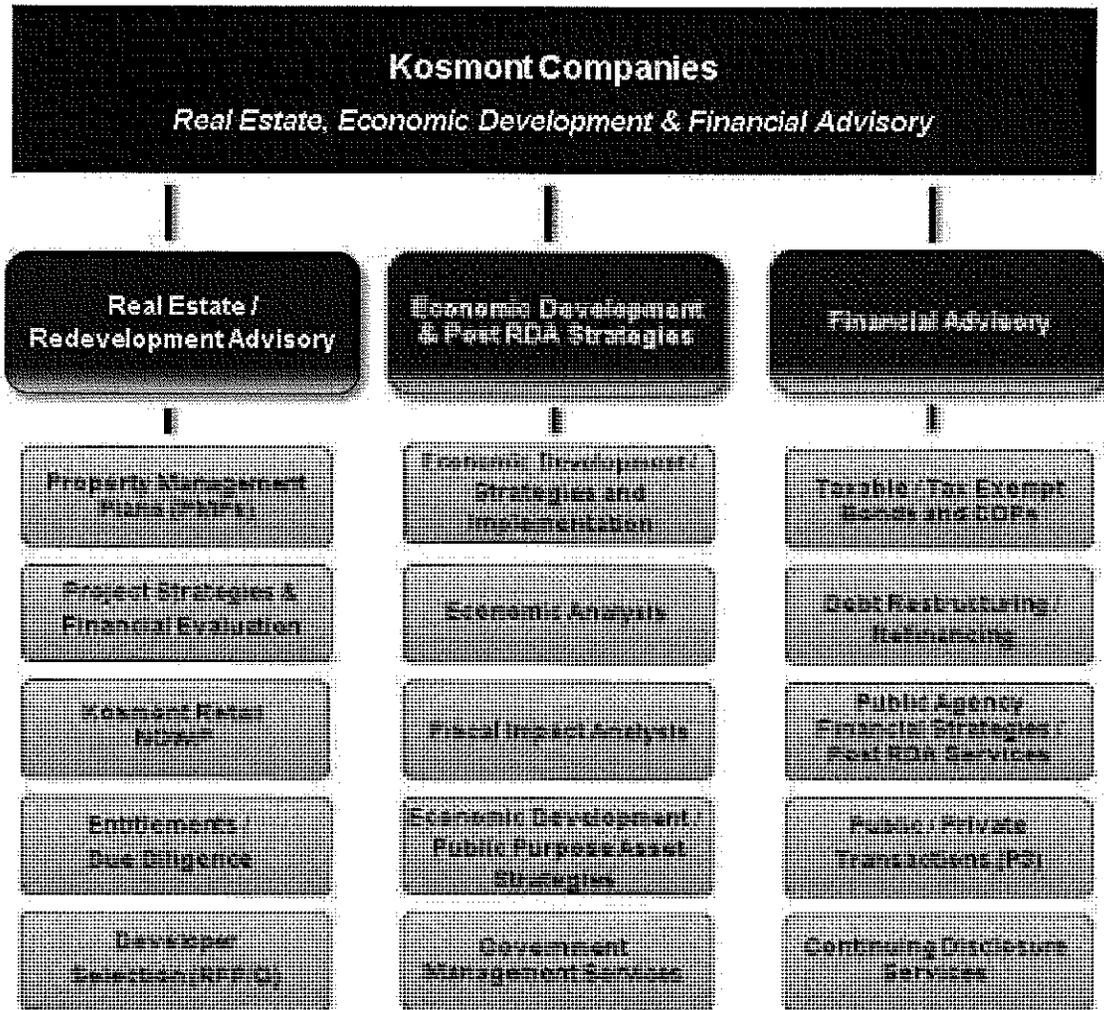


## STATEMENT OF QUALIFICATIONS

Kosmont Companies, a certified Minority Business Enterprise (MBE), is a real estate, financial advisory, and economic development services firm offering a full range of real estate and economic advisory, project finance, transaction structuring, negotiations, planning and project implementation services for both the public and private sectors. Founded in 1986, Kosmont Companies is a nationally recognized expert in economic development and real estate projects involving government and private sector transactions and partnerships.

Kosmont has a long track record of finding creative solutions to bridge financial feasibility gaps of a multitude of real estate product types including affordable housing, commercial, retail, and hospitality product to bring seemingly infeasible projects to fruition. Kosmont's unique experience in both the public and private sectors allows it to understand the specific needs of all parties to a transaction, and develop solutions to best accommodate each party's goals. Creative solutions recently employed include developer credit enhancement through site specific tax security pledges, lease-leaseback financing, operating covenants, development opportunity reserves, and other creative tools.

Additionally, Kosmont provides expertise and professional consultation on a variety of matters within the nexus of economic development, finance and real estate. The following graphic highlights some of Kosmont's primary services.





Kosmont Companies has a broad range of in-depth experience in providing real estate and financial advisory services to local agencies and the corresponding project descriptions provided below are an abbreviated sample of brief highlights.

Kosmont has been retained by the **City of South Gate** since 2003, and currently serves as the real estate, financial and economic development advisor to the City on multiple real estate projects and sites.

The **City of Redondo Beach** retained Kosmont to assist in the development of a Business Plan for the City's Pier and Harbor area. The area is in need of revitalization and cohesive strategies to encourage and foster development by leveraging public and private resources. The Business Plan was adopted by the City in 2010, and Kosmont's recommendations and strategies are now being implemented to promote and accelerate revitalization of the area.

*TESTIMONIAL: "Kosmont delivers an array of technical and deal making skills that public agencies cannot develop in-house. Their ability to understand economic development projects from the city, developer and financier perspectives has delivered tremendously successful results for Redondo Beach."*

Peter Grant, Assistant City Manager, City of Redondo Beach

Kosmont Companies is assisting the **City of Placentia** with an overall revitalization of the City's historic downtown core by providing a variety of real estate advisory services including project/developer negotiations, public-private transaction structuring, project due diligence, proforma analyses and fiscal impact, highest-and-best-use, tax and other economic analyses.

The **City of Diamond Bar** originally retained Kosmont to write a Comprehensive Economic Development Strategy and was subsequently retained for the next 5 years by the City to execute that strategy.

Currently, Kosmont is retained by the **City of Montebello and the Montebello Successor Agency** to provide various as-needed Economic Development Services, including public-private project evaluation and due diligence, fiscal impact and economic benefit analysis, development agreement negotiation, retailer and developer recruitment, Long-Range Property Management Plan ("PMP") preparation, asset valuation services (i.e. Broker Opinion of Value), municipal debt analysis and strategy, and other economic and financial services.

## STAFF RESUMES

The Kosmont Team resumes are listed below and project managers are allocated by tasks and responsibilities based on subject-matter expertise and available capacity to optimize efficiency cost effectiveness, and on schedule delivery of work product to its clients. If selected, our professional staff is available to begin work immediately upon execution of a contract.

**Mr. Larry Kosmont** will be the Principal/Supervisor of the Kosmont Team.



**Larry J. Kosmont, CRE®**, is the President and CEO of Kosmont Companies, which he founded in 1986. Kosmont Companies is an industry leader in public/private real estate transactions, economic development and public finance. In 2009, he created the Kosmont Muni Horizons Fund™ which sources private financing for public projects, P3 initiatives, infrastructure funding and economic development. Mr. Kosmont is also Managing Partner of Renaissance Community Fund, which invests and develops mixed use, residential and commercial projects throughout California, and a Principal of California Golden Fund, an approved EB-5 Regional Center.

Mr. Kosmont's 38-year career encompasses public/private financial structuring and negotiations, development, and management of real estate and public finance transactions exceeding \$12 billion. He has an extensive track record as a public/private real estate consultant and public finance advisor. Mr. Kosmont has assisted hundreds of local government agencies in public finance and real estate matters ranging from large-scale economic development programs to site-specific real estate strategies and projects. He has guided over 1,000 private sector projects in obtaining public approvals, structuring deal terms, and securing public/private financing.

Mr. Kosmont served as Interim City Administrator for the City of Montebello, CA from May 2011 to March 2012 as part of a financial turnaround assignment awarded to Kosmont Companies. From 1975 to 1986, Mr. Kosmont served in the roles of City Manager, Director of Community Development, and Redevelopment Director in the cities of Santa Monica, Seal Beach, Bell Gardens, and Burbank. Mr. Kosmont is a registered Municipal Advisor with the U.S. Securities and Exchange Commission, a licensed real estate broker in California, a designated Counselor of Real Estate, CRE®, and has served on:

- MWD Board (represented City of Los Angeles)
- State Commissioner - California Economic Development Commission
- USC Lusk Center for Real Estate – Board of Directors
- Los Angeles City Commissioner - Industrial Development Authority
- California Redevelopment Association (CRA) Board
- California Association of Local Economic Development (CALED)
- City of Hawthorne Redevelopment Oversight Board

Mr. Kosmont holds a Masters of Public Administration Degree from the University of Southern California and a B.A. in Political Science from the State University of New York – Binghamton.



**Susan Perry, Esq.**, is Partner and Chief Operating Officer with Kosmont Companies. With 20 years of experience in real estate transactions, land use and planning, Ms. Perry manages complex assignments involving asset due diligence, entitlements and public approvals on behalf of a broad range of private sector clients. Ms. Perry is Kosmont Companies' principal project liaison to private sector corporations, public agencies, developers, lenders, non-profits and REITs.

Ms. Perry is an attorney and a member of both the State Bar of California and the American Bar Association and a registered Municipal Advisor with the U.S. Securities and Exchange Commission (SEC). She has served as President of the Southern California Development Forum and remains on SCDF's Advisory Board of Directors. She holds a Bachelor of Arts degree from University of Kansas and a Juris Doctor from Northrop University School of Law.



**Dan Massiello** is Senior Vice President of Public Finance with Kosmont Companies. Massiello brings over 20 years of professional experience in the Public Finance industry to Kosmont Companies. Mr. Massiello started his career with an east coast financial advisory firm, and has been an investment banker in CA for 13 years. Mr. Massiello has structured and brought to market over \$4 billion of new money and refunding transactions to market for Cities, Redevelopment Agencies, School and Community College Districts and Special Districts. Successfully completed transactions include General Fund Financings (Certificates of Participation), Tax Increment, General Obligation, Installment Purchase, Lease Revenue, Revenue, Special Tax, and Sales Tax supported financings. A significant portion of these transactions involved unrated and challenging credits, which have garnered Mr. Massiello the ability to engineer well-structured and marketable financing vehicles that consistently meet his clients' financing goals and objectives.

Mr. Massiello earned his B.S. in Management/Finance from the State University of New York-Binghamton and held Series 24, 7, and 63 FINRA Licenses while employed by a Broker/Deal (currently inactive).



**C. Wil Soholt**, Senior Vice President at Kosmont Companies for seven years functions as the firm's financial and investment strategist for public-private deals. Prior to joining Kosmont Companies, Mr. Soholt managed more than 25 redevelopment projects with an aggregate project cost of \$140 million. Mr. Soholt's analytical capabilities extend to economic and geographic modeling, feasibility modeling, acquisition strategies, demographic projections, and data mining. Mr. Soholt has a talent for consensus building, creative problem solving, and identifying opportunities to capture hidden value.

Mr. Soholt holds a Master of Business Administration from Pepperdine University and a Bachelor of Science in Urban Planning and Real Estate Development from the University of Southern California. He is an instructor in Real Estate Development Finance for the California Association of Local Economic Development (CALED), and a licensed real estate broker in California.



**Kenneth K. Hira** serves as Senior Vice President for Kosmont Companies. An expert in retail development and strategies for retail attraction, Mr. Hira has nearly 20 years of varied experience in virtually every aspect of real estate financing, downtown revitalization, acquisition, entitlement, development, asset management and disposition. Mr. Hira's expertise is in identifying retail tenants and negotiating retail and mixed-use projects that can revitalize communities and assist in economic development/tax generation programs.

A former Executive Vice President of the Irvine-based mixed-use developer, Pacific Century Commercial, Mr. Hira managed a portfolio of over \$100 million of retail sites, while operating the



commercial division of the company. Prior to this, as a Managing Director of Acquisitions for Westtrust and a Vice President of Development at Lewis Retail Centers, he evaluated and underwrote hundreds of acres of land, successfully captured and negotiated anchor tenant commitments creating \$60 million of value in ground-up development and redevelopment, and was responsible for 800,000 square feet of retail entitlement, design and development. As Vice President of GMS Realty, Mr. Hira entitled one million square feet of retail development projects, as well as led the acquisition of 24 neighborhood and community shopping centers, totaling 3.3 million square feet and valued at \$375 million, and organized a \$287 million recapitalization.

Mr. Hira holds a Bachelor degree in Economics and Business from UCLA, and is an active volunteer leader of the International Council of Shopping Centers. He serves as the ICSC Southern California State Director, while previously serving as the ICSC Program Committee Chair and Alliance Co-Chair, advocating public-private partnerships. Mr. Hira is a registered Municipal Advisor with the U.S. Securities and Exchange Commission (SEC).



**Ryan Aubry**, LEED Green Associate, Senior Vice President with Kosmont Companies, has over ten years experience in the detailed analysis of infill development. He has worked with various governmental organizations on planning and development issues relating to infill development, as well as with private developers. He has worked closely with the City of Los Angeles Planning Department, the County of Los Angeles Planning Department, and the Los Angeles Community Redevelopment Agency. Recently he served as a project manager for a development firm focusing on workforce housing in the City of Los Angeles, where he was involved in the development of nine infill condominium and town home projects as well as assisting with acquisition strategies. As a real estate consultant, Mr. Aubry has been involved in the underwriting of many property types including multifamily apartments, retail malls, urban hotels, and infill residential development. He is adept in using Geographic Information Systems (GIS) for the analysis of transit oriented development and other project types.

Mr. Aubry holds a Master's in Real Estate Development from the University of Southern California, as well as a Masters degree in Geography from the University of California Santa Barbara. Mr. Aubry is a member of the Urban Land Institute. He is also a registered Municipal Advisor with the U.S. Securities and Exchange Commission (SEC).



**Joseph Dieguez** is a Vice President with Kosmont Companies serving clients primarily through market and financial analyses, project due diligence, government management services and marketing efforts. Prior to joining Kosmont Companies, Mr. Dieguez served as a senior analyst at a real estate investment, development and finance firm and as an analyst at a financial services management consulting firm, responsible for industry, market, portfolio and property-level research and analysis, negotiations and transaction execution support. Mr. Dieguez was previously an assistant project manager at a construction management firm, where he assisted with RFQ/P development and project implementation.

Mr. Dieguez graduated with a Bachelors of Science degree in Mechanical Engineering from the Massachusetts Institute of Technology and is a real estate salesperson licensed by the State of California Department of Real Estate.



**Matt Goulet**, is a Vice President with Kosmont Companies serving as the firm's business development manager and principal writer for economic and real estate studies. In addition, he manages the clients' land use planning and entitlement processing for real estate projects in various communities throughout California. Mr. Goulet has more than 15 years of experience working with industries that form the backbone of the Southern California economy including aerospace, manufacturing, theme parks and motion pictures. Mr. Goulet has worked with Kosmont Companies in a variety of consulting roles since 2006, providing his expertise in aggregating disparate information into finished reports and in developing strategies for some of

Kosmont's most complex client assignments.

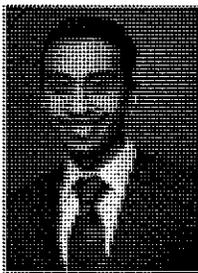
Prior to joining Kosmont Companies as Vice President, Mr. Goulet worked on a variety of land use matters that included entitlement strategies, political outreach, and securing land use approvals for several major projects. Since 2008, he has served as the board-level CFO and Vice President of 1010 Development Corporation, a non-profit affordable housing developer. Mr. Goulet holds a Bachelor of Science in Mechanical Engineering from the University of Maryland, an MBA from California State University Northridge, and a Professional Certificate in Real Estate Investments from UCLA. He also holds an FE/EIT certification in Mechanical Engineering from the Maryland Board of Professional Engineers and has served as a docent providing architectural tours for the Los Angeles Conservancy.



**Chris Jicha** is a Senior Consultant with Kosmont Companies. He brings a wealth of understanding both municipalities and real estate markets with an exceptional understanding of inland California cities. Mr. Jicha's expertise ranges from building and guiding economic development departments and programs to business development. His 12 years of experience as a businessman and entrepreneur along with 6 years experience with a County municipality creates a unique blend of experience to serve his clients. Mr. Jicha has been involved in 7 business acquisitions and relocations as an entrepreneur and provided site selection, incentives, workforce development and project entitlement & permitting services to large corporations and

businesses.

Currently, Mr. Jicha focuses on providing real estate and development advisory services including highest & best use studies, market analysis, retail demand studies, and financial analysis/valuation and implementation strategies for municipalities in Southern California.



**Murtuza Razavi**, is a Project Analyst with Kosmont Companies. His focus is on analyzing public policy, real estate, and public finance related issues as they pertain to the development process. Prior to joining Kosmont Companies, Mr. Razavi worked for the CMBS Originations group at Cantor Fitzgerald in Century City. He underwrote over \$300 million of new CMBS issuances across all property types and performed due diligence on loan borrowers. He was also responsible for creating credit memos for committee approval prior to funding dates.

Mr. Razavi graduated from the University of Southern California's Marshall School of Business with a bachelor's degree in Finance.



**Peter Evenson**, a Project Analyst with Kosmont Companies, focuses on real estate, financial analysis, economic research, land use, market analysis and various marketing strategies. Prior to joining Kosmont Companies, Mr. Evenson worked in business development for the University of Southern California focusing on fiscal reporting and analysis, securing external funding, overseeing budget contracts and grants, and project management. He provided in-depth viability studies and prepared operating budgets, capital budgets, income re-projections and business plans for projects in excess of \$15 million.

Mr. Evenson holds a bachelor's degree in Business Administration from Chapman University and a Professional Certificate in Contracts and Grants for the University of Southern California. He is the President of a Culver City Toastmasters group and is currently in the process of becoming a licensed Real Estate Salesperson in California.



## WORK PLAN

The scope of work to be performed by the Consultant is described as the three key tasks below:

### ***Task 1: Economic Development Strategic Plan (“EDSP”)***

#### **Subtask 1A: Project Kick-Off and Economic & Demographic Profile**

Consultant will conduct a kick-off meeting and tour of the City trade area with City Staff to initiate the assignment, including a tour of relevant potential opportunity sites recommended by the City. Consultant will review existing relevant City, market, and Project data, such as General Plan documentation, ownership information, etc. (to be provided by City to Consultant).

Additionally, consultant will utilize meetings with City staff and other relevant stakeholder groups (as deemed relevant by City and Consultant), U.S. Census Bureau, U.S. Bureau of Labor Statistics, California Employment Development Department, California Retail Survey, ESRI, broker-provided market data (e.g. vacancy, lease rates), and other data sources.

Consultant will prepare an Economic and Demographic Profile, illustrating existing and future projected trends in population and household social and economic characteristics, including incomes, race/ethnicity, housing preferences, educational attainment, unemployment, employment by industry and occupation, commute patterns, employed resident place of work, resident/employee concentrations, and other metrics for various geographic boundaries (e.g. citywide, radii/drive times from identified potential opportunity sites, comparison cities/counties), as deemed relevant by City and Consultant.

#### **Subtask 1B: Market Study**

Pursuant to direction from City Staff, Consultant will evaluate the market demand for various land uses within the City, with emphasis on retail and industrial uses as expressed in the City RFP. Analyses will include retail sales leakage/surplus analysis and retailer void evaluation by retail category and employment projections by industry category.

Consultant will evaluate existing retail and industrial market supply conditions related to inventory, value, and market vacancy and lease rates by product type (e.g. neighborhood/ regional retail, manufacturing/light industrial) in comparison with the Mid-Cities/Southeast Los Angeles County submarket and larger Los Angeles County market, as deemed relevant by City and Consultant.

#### **Subtask 1C: Implementation Plan**

Based on the results of Subtask 1A and Subtask 1B efforts, Consultant will recommend a road map of short-term and longer-term goals, strategies, and key action items for implementation. Goals may include existing (retail) tax base retention and enhancement, business retention and development, and promotion of long-term fiscal stability. Consultant will recommend an initial target list of retailers and/or developers and collaborate with City Staff to identify potential development opportunity sites within the City, including an evaluation of strengths, weaknesses, and opportunities for identified potential development opportunity sites.

Consultant will identify potential economic incentives, funding sources, and/or financing structures in alignment with potential implementation steps, such as, but not limited to, the creation of upzoning incentives and/or a development opportunity reserve, site specific tax revenue pledges, taxable/tax-exempt bonds or notes, lease or lease/leaseback financing, grants, and/or EB-5 Immigrant investment. Consultant will place an emphasis on possible economic incentives and zoning strategies for project development that would not require direct financial outlay by the City.



**Task 2: Economic Development Marketing Strategy Plan (“Marketing Plan”)**

Based on the Task 1 EDSP, Consultant will collaborate with City Staff to prepare an Economic Development Marketing Strategy Plan (“Marketing Plan”). The Marketing Plan will outline marketing outreach activities for the recruitment of targeted retailers and/or developers, including telephone and e-mail outreach, property tours, attending ICSC and/or other retail conferences, and/or other recruiting activities as may be appropriate to solicit retailer/developer interest in the City. Recommended activities may include outreach to existing property owners in the City.

Consultant will assist City Staff in the preparation of collateral marketing material, including marketing flyers for potential development opportunity sites, City website marketing material, and/or other marketing materials as deemed relevant by City and Consultant. As relevant to marketing and economic development activities, Consultant will assist Staff with the identification of potential grant opportunities.

**Task 1 and Task 2 Deliverables**

The Task 1 EDSP and Task 2 Marketing Plan will be summarized in PowerPoint Presentation format and provided to City in electronic format. Consultant will also provide hard copies as requested by City on a case-by-case basis.

**Task 3: As-Needed Staffing Support and Operations for Economic Development Activities**

As a firm focused on both strategy and project implementation, Consultant will assist City in the implementation of the EDSP and Marketing Plan on an as-needed staffing support and operations basis. Consultant staff includes International Council of Shopping Centers (ICSC) Southern California State Director and other active industry leaders, which uniquely enables the firm to assist City in retail and other industry recruitment efforts and related tasks. Consultant’s experience with non-redevelopment economic incentives and financing mechanisms empowers the firm to assist the City in promoting public-private transactions with active private sector constituents.

At the direction of the City and as mutually agreed upon by Consultant, Consultant will provide on-site staffing support services to be agreed upon on an hourly basis consisting of the following preliminary allocation of human resources (see Kosmont Resumes):

Equivalent Title	Name	Capacity	Hourly Rate
Executive Director	Larry J. Kosmont, CRE®	As-Needed	\$250
Economic Development Director	Ken K. Hira	Up to 2 days / week	\$115
Sr. Economic Development Analyst	Joseph Dieguez / Ryan Aubry	Up to 4 days / week	\$95
Economic Development Analyst	Peter Evenson / Murtuza Razavi / Matt Goulet	Up to 4 days / week	\$85

**Performance Schedule**

The performance schedule is estimated within the following ranges:

Task	Estimated Timeline Following Project Initiation
1) Economic Development Strategic Plan – Draft	8 to 12 weeks
2) Economic Development Marketing Strategy Plan – Draft	8 to 12 weeks
3) As-Needed Economic Development Staffing	12 weeks and ongoing



## PROPOSED PRICE - Kosmont Companies 2013 Public Agency Fee Schedule

### Professional Services

	TASKS # 1 & 2	On-Call Staffing
Larry J. Kosmont, CRE®, President & CEO (Executive Director)	\$295.00/hour	\$250.00/hour
Partner/Senior Vice President/Senior Consultant	\$225.00/hour	\$200.00/hour
Ken K. Hira, Economic Development Director	---	\$115.00/hour
Vice President/Associate	\$185.00/hour	\$160.00/hour
Joseph Dieguez / Ryan Aubry, Sr. Econ. Dev. Analyst	---	\$95.00/hour
Project Analyst / Project Manager	\$150.00/hour	\$150.00/hour
Peter Evenson / Murtuza Razavi / Matt Goulet, Econ Dev Analyst	---	\$85/hour
GIS Mapping/Graphics Service/Research	\$ 95.00/hour	\$95.00/hour
Clerical Support	\$ 60.00/hour	\$60.00/hour

### Additional Expenses

In addition to professional services (labor) fees:

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred;
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.

### Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

*Rates shall remain in effect until December 31, 2013*

### ESTIMATED BUDGET: TASKS 1 & 2

City of Huntington Park  
E.D. and Financial Services

		Estimated Cost		Estimated Hours		Pres. & CEO \$295		SVP/Sr. Cnslt \$225		Vice Pres. \$185		Analyst \$150	
		LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH
		1a)	Project Kick-Off and Economic and Demographic Profile	\$6,110	\$8,645	32	45	0	0	10	15	16	22
1b)	Market Study	\$10,060	\$12,965	52	67	0	1	18	22	26	32	8	12
1c)	Implementation Plan	\$7,000	\$9,530	36	48	0	2	12	16	20	24	4	6
1)	<b>Task 1 Total: Economic Development Strategic Plan</b>	<b>\$23,170</b>	<b>\$31,140</b>	<b>120</b>	<b>160</b>	<b>0</b>	<b>3</b>	<b>40</b>	<b>53</b>	<b>62</b>	<b>78</b>	<b>18</b>	<b>26</b>
2)	<b>Economic Development Marketing Strategy Plan</b>	<b>\$3,950</b>	<b>\$6,480</b>	<b>20</b>	<b>32</b>	<b>0</b>	<b>2</b>	<b>8</b>	<b>12</b>	<b>10</b>	<b>14</b>	<b>2</b>	<b>4</b>
<b>Total Professional Services</b>		<b>\$27,120</b>	<b>\$37,620</b>	<b>140</b>	<b>192</b>	<b>0</b>	<b>5</b>	<b>48</b>	<b>65</b>	<b>72</b>	<b>92</b>	<b>20</b>	<b>30</b>
<b>Travell/Reimbursables</b>		<b>\$1,356</b>	<b>\$1,881</b>										
<b>Total</b>		<b>\$28,476</b>	<b>\$39,501</b>										
		LOW	HIGH										

**Note:** Task budgets may be re-allocated between tasks and personnel categories as deemed appropriate by Consultant in order to adequately provide services to City.



**TASK 3 MONTHLY STAFFING RETAINER - ESTIMATE ONLY**

City of Huntington Park E.D. and Financial Services		Estimated Cost		Estimated Hours per month		Larry Kosmont \$250/hour		Ken Hira \$115/hour		Joe Dieguez / Ryan Aubry \$95/hour		Peter Evenson / Murtuza Razavi / Matt Goulet \$85/hour	
		LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH
3)	As-Needed Staffing Support & Operations for E.D. Activities	\$1,900	\$8,240	20	80	0	4	4	16	8	30	8	30
	<i>Travell/Reimbursables</i>	\$95	\$412										
	<b>Total</b>	<b>\$1,995</b>	<b>\$8,652</b>										
		<i>LOW</i>	<i>HIGH</i>										

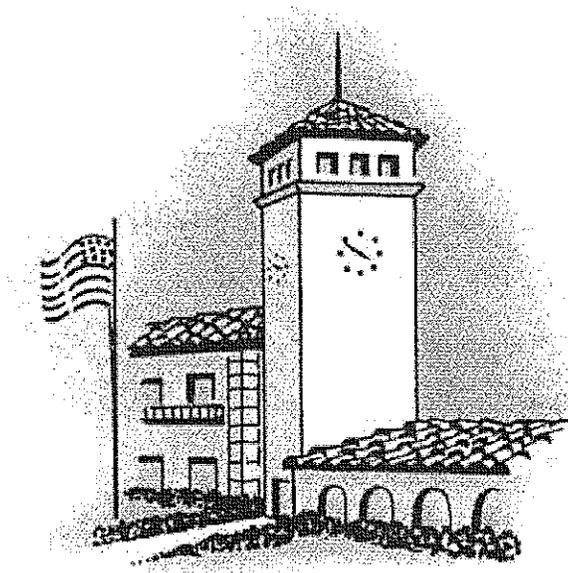
**Note:** Task budgets may be re-allocated between tasks and personnel categories as deemed appropriate by Consultant in order to adequately provide services to City.

# ATTACHMENT "B"

**City of Huntington Park  
Community Development Department**

**Request for Proposals**

**Economic Development and  
Financial Consulting Services**



**July 3, 2013**

**REQUEST FOR PROPOSALS**  
**Economic Development and Financial Consulting Services**

**I. BACKGROUND/INTRODUCTION**

The City of Huntington Park ("City") is seeking a qualified firm ("Consultant") to provide the City with Economic Development Consulting Services to develop a city-wide economic development strategic plan. The plan will seek to maximize the City's future economic potential within a framework of stated City policy objectives. This plan will be used as a practical guide for City staff and policy makers in the future; it is intended to provide both high-level policy direction as well as to provide specific implementation (action-item) recommendations.

**II. SCOPE OF WORK**

Under the direction of the City Manager and designated City Staff the Consultant will provide three key services:

**1) *Prepare an Economic Development Plan***

- The primary plan should address the following issues:
  - Density/ Land use
  - Preferred types of development/retailers
  - Development benchmarks / guidelines
- Discussion of financing strategies
  - Availability of financial incentives
- Market study
  - Socioeconomic Trends
  - Industrial and retail analysis
  - Huntington Park Retail Development Outlook
- Identify specific opportunity sites/potential sites for development

**2) *Prepare an Economic Development Marketing Strategy Plan***

- Assist staff in preparing and recommend marketing material for conference, perspective business, and website
- Prepare a strategy to attract national retailers to the City at ICSC and other trade conferences
- Assist staff in identifying and preparing grant opportunities for economic development activities;

**3) Provide staffing support and operations for economic development activities on as needed-basis**

- Assist staff in the day to day implementation of the plan and marketing strategy

**III. PROPOSAL CONTENTS**

Respondents are requested to submit the following information regarding your qualifications, in the order used below:

**Transmittal Letter**

Please provide a cover letter that briefly summarizes your proposal signed by a Principal authorized to engage your firm. This letter should contain:

1. A brief summary of the proposed activity, including the overall approach for its implementation;
2. Brief highlights of the Consultant's qualifications;
3. The ability to complete the projects/activity in a timely manner;
4. The development of team coordination methods;
5. Name(s), telephone, facsimile number(s) and e-mail address of contact person(s).

**Statement of Qualifications**

Please include information regarding your firm's qualifications:

- a. A description of the organization/agency, experience and administrative capacity.
- b. Description of your firm's abilities and experiences in economic development and ability to analyze complicated financial transactions
- c. Identification and resumes of project manager(s), consultant(s) or other staff that will be directly involved with this project.

### **Work Plan**

Include detailed a Work Plan with a performance schedule, required scheduling and measurable benchmarks.

### **Proposed Price**

Consultant shall provide a fixed fee quote for services 1 and 2, and provide a base monthly retainer and hourly quote fee for 3 as outlined in the Scope of Work.

## **IV. SUBMITTAL**

**One (1) electronic submittal with one (1) hard copy must be received by Monday, July 15, 2013, at 5:00 p.m.** All proposals must be typed, 5 pages maximum (excludes cover letter and resumes).

Questions related to the submission of your proposal may be directed to the following contact person: Manuel Acosta, Housing and Community Development Manager, phone (323) 584-6213 or by e-mail at [macosta@huntingtonpark.org](mailto:macosta@huntingtonpark.org).

## **V. EVALUATION CRITERIA AND SELECTION PROCESS**

Each proposal will be evaluated on its own merits by the following criteria for content, responsiveness, conciseness, clarity, relevance and strict adherence to the instructions in this RFP. As explained above, incomplete application packages will not be considered. The maximum score a proposal can receive is 100%.

### **A. Evaluation Criteria**

#### **1. Statement of Qualifications (50 Points)**

This criterion will measure the firm's experience and administrative capacity in relation to similar projects for community planning and development programs and specifically related to expertise in Fair Housing.

#### **2. Work Plan and Performance Schedule (30 Points)**

This criterion shall measure the proposer's presentation of a detailed work plan, which will include the specific services to be performed under this RFP. This will also include a list of specific activities to be performed, measurable benchmarks, scheduling, timelines, etc.

#### **3. Proposed Price (20 Points)**

This criterion measures the proposer's capability to utilize available funds and other resources in a cost effective manner. It will also examine the reasonableness of the proposed price for services.

<b>Total Points</b>	<b>100</b>
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### **B. Selection Process**

The evaluation process will be based on the criteria listed above. All eligible proposals will be evaluated and placed in rank order based on points received. The evaluation process will include an extensive review of each proposal as well as all supplemental materials (i.e., sample documentation of completed work projects, resumes, etc.) as provided.

Upon completion of the evaluation process, the City will select the final contract award.

# ATTACHMENT "C"

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of **September 3, 2013**, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and KOSMONT COMPANIES ("Consultant").

**NOW THEREFORE**, the parties hereto agree as follows:

### **SECTION ONE: SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to the development of a city-wide economic development strategic plan, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, Consultant accepts the changes, thus incorporating therein any adjustment in (i) the Schedule of Compensation, and/or (ii) the Schedule of Performance, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

**SECTION TWO: COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") in a total amount not to exceed **Forty Thousand Dollars (\$40,000)** (the "Contract Sum"), except as provided in Section 1.2. The Contract Sum does not include costs for staff support services which will be provided on an as-needed basis and paid by the hourly rate in accordance with Exhibit "B". The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion; payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, or such other methods as may be specified in the Schedule of Compensation. Compensation includes reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses as specified in the Schedule of Compensation.

2.2 Method of Payment. Unless otherwise provided in the Schedule of Compensation, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City.

2.3 Third Party Design Consultants. Architectural, civil and landscape design consultants needed to complete the scope of services for this Project and their corresponding fees are included in the Contract Sum specified in Section 2.1 (above).

**SECTION THREE: PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period established in Exhibit "C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of

Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. The term of this agreement shall commence on September 3, 2013 and terminate on September 3, 2014 (initial term). This agreement may be extended upon mutual agreement by both parties (extended term). Unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance.

#### **SECTION FOUR: COORDINATION OF WORK**

4.1 Representative of Consultant. **Larry Kosmont, Chief Executive Officer** is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be **René Bobadilla, City Manager** or such other person as may be designated by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

#### **SECTION FIVE: INSURANCE AND INDEMNIFICATION**

5.1 Without limiting Consultant's indemnification obligations, Consultant shall not undertake the services contemplated hereunder until Consultant has obtained all of the insurance required herein from a company or companies acceptable to City, and Consultant shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A:-VII or equivalent or as otherwise approved by City.

5.2 Consultant shall take out and maintain the following insurance:

5.2.1. Workers' Compensation and Employer's Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One

Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the City of Huntington Park, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage."

5.2.2. Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

5.2.3. Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

5.2.4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for

injury to participants resulting from Consultant's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) "The City of Huntington Park, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Huntington Park. The coverage shall contain no special limitations on the scope of protection afforded to the City of Huntington Park, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Huntington Park shall not be liable for the payment of premiums or assessments on this policy."

(d) "Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Huntington Park, its officers, directors, employees, representatives, or volunteers."

(e) "This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability."

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer's representative. All policies shall contain the Consultant's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.5 Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Consultant to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Consultant shall promptly comply with any such requirement. City's requirements shall not be unreasonable, but shall be adequate in the

sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

5.6 Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

5.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

5.8 Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subconsultants will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

5.9 Indemnification. Consultant shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subconsultants in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

5.9.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

5.9.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

5.9.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

**SECTION SIX: RECORDS AND REPORTS.**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subconsultants and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subconsultants to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

6.4 In the event City or any person, firm or corporation authorized by City reuses said documents and materials without written verification or adaptation by Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said documents and materials, City hereby releases, discharges, and exonerates Consultant from liability resulting from said change. The provisions of this clause shall survive the completion of this Contract and shall thereafter remain in full force and effect.

**SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.**

7.1 All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub-Consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

7.2 Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub-Consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the

work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.**

8.1 Compliance With Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

8.8 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

8.9 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.10 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.11 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.12 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

8.13 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.14 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

8.15 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

## **SECTION NINE: MISCELLANEOUS**

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF HUNTINGTON PARK  
Attention: René Bobadilla, City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

To Consultant: Kosmont Companies  
Larry Kosmont, Chief Executive Officer  
865 South Figueroa Street, 35<sup>th</sup> Floor  
Los Angeles, CA 90017

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

[SIGNATURES BEGIN ON NEXT PAGE]

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

**CITY:**

**CONSULTANT:**

**CITY OF HUNTINGTON PARK**

**KOSMONT COMPANIES**

By: \_\_\_\_\_  
René Bobadilla City Manager,  
City of Huntington Park

By: \_\_\_\_\_  
Name: Larry Kosmont  
Title: Chief Executive Officer

**ATTEST:**

By: \_\_\_\_\_  
Rocio Martinez, Acting City Clerk,  
City of Huntington Park

APPROVED AS TO FORM

By: \_\_\_\_\_  
City Attorney, City of Huntington Park

**EXHIBIT A**  
**SCOPE OF SERVICES**

## WORK PLAN

The scope of work to be performed by the Consultant is described as the three key tasks below:

### ***Task 1: Economic Development Strategic Plan ("EDSP")***

#### **Subtask 1A: Project Kick-Off and Economic & Demographic Profile**

Consultant will conduct a kick-off meeting and tour of the City trade area with City Staff to initiate the assignment, including a tour of relevant potential opportunity sites recommended by the City. Consultant will review existing relevant City, market, and Project data, such as General Plan documentation, ownership information, etc. (to be provided by City to Consultant).

Additionally, consultant will utilize meetings with City staff and other relevant stakeholder groups (as deemed relevant by City and Consultant), U.S. Census Bureau, U.S. Bureau of Labor Statistics, California Employment Development Department, California Retail Survey, ESRI, broker-provided market data (e.g. vacancy, lease rates), and other data sources.

Consultant will prepare an Economic and Demographic Profile, illustrating existing and future projected trends in population and household social and economic characteristics, including incomes, race/ethnicity, housing preferences, educational attainment, unemployment, employment by industry and occupation, commute patterns, employed resident place of work, resident/employee concentrations, and other metrics for various geographic boundaries (e.g. citywide, radii/drive times from identified potential opportunity sites, comparison cities/counties), as deemed relevant by City and Consultant.

#### **Subtask 1B: Market Study**

Pursuant to direction from City Staff, Consultant will evaluate the market demand for various land uses within the City, with emphasis on retail and industrial uses as expressed in the City RFP. Analyses will include retail sales leakage/surplus analysis and retailer void evaluation by retail category and employment projections by industry category.

Consultant will evaluate existing retail and industrial market supply conditions related to inventory, value, and market vacancy and lease rates by product type (e.g. neighborhood/ regional retail, manufacturing/light industrial) in comparison with the Mid-Cities/Southeast Los Angeles County submarket and larger Los Angeles County market, as deemed relevant by City and Consultant.

#### **Subtask 1C: Implementation Plan**

Based on the results of Subtask 1A and Subtask 1B efforts, Consultant will recommend a road map of short-term and longer-term goals, strategies, and key action items for implementation. Goals may include existing (retail) tax base retention and enhancement, business retention and development, and promotion of long-term fiscal stability. Consultant will recommend an initial target list of retailers and/or developers and collaborate with City Staff to identify potential development opportunity sites within the City, including an evaluation of strengths, weaknesses, and opportunities for identified potential development opportunity sites.

Consultant will identify potential economic incentives, funding sources, and/or financing structures in alignment with potential implementation steps, such as, but not limited to, the creation of upzoning incentives and/or a development opportunity reserve, site specific tax revenue pledges, taxable/tax-exempt bonds or notes, lease or lease/leaseback financing, grants, and/or EB-5 Immigrant investment. Consultant will place an emphasis on possible economic incentives and zoning strategies for project development that would not require direct financial outlay by the City.

**Task 2: Economic Development Marketing Strategy Plan ("Marketing Plan")**

Based on the Task 1 EDSP, Consultant will collaborate with City Staff to prepare an Economic Development Marketing Strategy Plan ("Marketing Plan"). The Marketing Plan will outline marketing outreach activities for the recruitment of targeted retailers and/or developers, including telephone and e-mail outreach, property tours, attending ICSC and/or other retail conferences, and/or other recruiting activities as may be appropriate to solicit retailer/developer interest in the City. Recommended activities may include outreach to existing property owners in the City.

Consultant will assist City Staff in the preparation of collateral marketing material, including marketing flyers for potential development opportunity sites, City website marketing material, and/or other marketing materials as deemed relevant by City and Consultant. As relevant to marketing and economic development activities, Consultant will assist Staff with the identification of potential grant opportunities.

**Task 1 and Task 2 Deliverables**

The Task 1 EDSP and Task 2 Marketing Plan will be summarized in PowerPoint Presentation format and provided to City in electronic format. Consultant will also provide hard copies as requested by City on a case-by-case basis.

**Task 3: As-Needed Staffing Support and Operations for Economic Development Activities**

As a firm focused on both strategy and project implementation, Consultant will assist City in the implementation of the EDSP and Marketing Plan on an as-needed staffing support and operations basis. Consultant staff includes International Council of Shopping Centers (ICSC) Southern California State Director and other active industry leaders, which uniquely enables the firm to assist City in retail and other industry recruitment efforts and related tasks. Consultant's experience with non-redevelopment economic incentives and financing mechanisms empowers the firm to assist the City in promoting public-private transactions with active private sector constituents.

At the direction of the City and as mutually agreed upon by Consultant, Consultant will provide on-site staffing support services to be agreed upon on an hourly basis consisting of the following preliminary allocation of human resources (see Kosmont Resumes):

Equivalent Title	Name	Capacity	Hourly Rate
Executive Director	Larry J. Kosmont, CRE®	As-Needed	\$250
Economic Development Director	Ken K. Hira	Up to 2 days / week	\$115
Sr. Economic Development Analyst	Joseph Dieguez / Ryan Aubry	Up to 4 days / week	\$95
Economic Development Analyst	Peter Evenson / Murtuza Razavi / Matt Goulet	Up to 4 days / week	\$85

**Performance Schedule**

The performance schedule is estimated within the following ranges:

Task	Estimated Timeline Following Project Initiation
1) Economic Development Strategic Plan – Draft	8 to 12 weeks
2) Economic Development Marketing Strategy Plan – Draft	8 to 12 weeks
3) As-Needed Economic Development Staffing	12 weeks and ongoing

**EXHIBIT B**

**SCHEDULE OF COMPENSATION**

# PROPOSED PRICE - Kosmont Companies 2013 Public Agency Fee Schedule

## Professional Services

	TASKS # 1 & 2	On-Call Staffing
Larry J. Kosmont, CRE®, President & CEO (Executive Director)	\$295.00/hour	\$250.00/hour
Partner/Senior Vice President/Senior Consultant	\$225.00/hour	\$200.00/hour
Ken K. Hira, Economic Development Director	---	\$115.00/hour
Vice President/Associate	\$185.00/hour	\$160.00/hour
Joseph Dieguez / Ryan Aubry, Sr. Econ. Dev. Analyst	---	\$95.00/hour
Project Analyst / Project Manager	\$150.00/hour	\$150.00/hour
Peter Evenson / Murtuza Razavi / Matt Goulet, Econ Dev Analyst	---	\$85/hour
GIS Mapping/Graphics Service/Research	\$ 95.00/hour	\$95.00/hour
Clerical Support	\$ 60.00/hour	\$60.00/hour

## Additional Expenses

In addition to professional services (labor) fees:

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred;
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.

## Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2013

## ESTIMATED BUDGET: TASKS 1 & 2

City of Huntington Park  
E.D. and Financial Services

	Estimated Cost		Estimated Hours		Pres. & CEO \$295		SVP/Sr.Cnslt \$225		Vice Pres. \$185		Analyst \$150	
	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH
1a) Project Kick-Off and Economic and Demographic Profile	\$6,110	\$8,645	32	45	0	0	10	15	16	22	6	8
1b) Market Study	\$10,060	\$12,965	52	67	0	1	18	22	26	32	8	12
1c) Implementation Plan	\$7,000	\$9,530	36	48	0	2	12	16	20	24	4	6
1) Task 1 Total: Economic Development Strategic Plan	\$23,170	\$31,140	120	160	0	3	40	53	62	78	18	26
2) Economic Development Marketing Strategy Plan	\$3,950	\$6,480	20	32	0	2	8	12	10	14	2	4
<b>Total Professional Services</b>	<b>\$27,120</b>	<b>\$37,620</b>	<b>140</b>	<b>192</b>	<b>0</b>	<b>5</b>	<b>48</b>	<b>65</b>	<b>72</b>	<b>92</b>	<b>20</b>	<b>30</b>
<b>Travel/Reimbursables</b>	<b>\$1,356</b>	<b>\$1,881</b>										
<b>Total</b>	<b>\$28,476</b>	<b>\$39,501</b>										
	LOW	HIGH										

Note: Task budgets may be re-allocated between tasks and personnel categories as deemed appropriate by Consultant in order to adequately provide services to City.

**EXHIBIT C**

**SCHEDULE OF PERFORMANCE**

<b>Task</b>	<b>Estimated Timeline Following Project Initiation</b>
1) Economic Development Strategic Plan- Draft	8 to12 weeks
2) Economic Development Marketing Strategy Plan – Draft	8 to 12 weeks
3) As-Needed Economic Development Staffing	12 weeks and ongoing

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING AMENDMENT NO. 8 TO THE JOINT POWERS AGREEMENT CREATING THE INDEPENDENT CITIES FINANCE AUTHORITY WHICH CHANGES THE POSITION OF PROGRAM ADMINISTRATOR TO EXECUTE DIRECTOR AND ADDS CLARIFYING LANGUAGE REGARDING HOUSING AUTHORITIES**

**WHEREAS**, the board of Directors of the Independent Cities Finance Authority (“Authority”) now desires to adopt Amendment No. 8 to the Joint Powers Agreement which changes the position title of Program Administrator to executive Director and adds clarifying language regarding housing authorities; and

**WHEREAS**, the City of Huntington Park is a member of the Authority; and

**WHEREAS**, the ICFA Joint Powers Agreement may be amended at any time by vote of the Members, acting through their Legislative Bodies; and

**WHEREAS**, any amendment of the Joint Powers Agreement shall only become effective upon receipt by the Authority of notice of approval, via and executed resolution, of a majority of the Legislative Bodies of the ICFA Members.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**SECTION 1. Recitals.** The recitals set forth above are true and correct and incorporated herein by reference.

**SECTION 2. Authorization.** This City Council hereby approves Amendment No. 8 to the Joint Powers Agreement as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

**SECTION 3. Coordination.** City staff is authorized and directed to coordinate with ICFA staff to facilitate the adoption of this Amendment No.8.

**SECTION 4. Effective Date.** This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of ICFA Executive Committee.

**PASSED, APPROVED, AND ADOPTED THIS 3<sup>RD</sup> DAY OF SEPTEMBER, 2013.**

ATTEST:

\_\_\_\_\_  
Mario Gomez, Mayor

\_\_\_\_\_  
Rocio Martinez, Acting City Clerk

**EXHIBIT "A"**

**AMENDMENT NO. 8  
TO THE JOINT POWERS AGREEMENT  
CREATING THE INDEPENDENT CITIES LEASE AUTHORITY**

THIS AMENDMENT NO. 8 TO THE JOINT POWERS AGREEMENT CREATING THE INDEPENDENT CITIES LEASE FINANCE AUTHORITY (this "Amendment No. 8") by and among the CITY OF BALDWIN PARK, the CITY OF COMPTON, the CITY OF HAWTHORNE, the CITY OF HERMOSA BEACH, the CITY OF HUNTINGTON PARK, the CITY OF LYNWOOD, the CITY OF SAN FERNANDO, the CITY OF SOUTH GATE and the CITY OF VERNON, each a municipal corporation duly organized and existing under the laws of the State of California (collectively, the "Members")

**WITNESSETH:**

WHEREAS, the Members have entered into a Joint Powers Agreement Creating the Independent Cities Lease Financing Authority (the "Joint Powers Agreement"), establishing the Independent Cities Lease Financing Authority (the "Authority") and prescribing its purposes and powers; and

WHEREAS, the Board of Directors of the Authority now seek to approve Amendment No. 8 to the Joint Powers Agreement, amending the Joint Powers Agreement to reflect the changes contained herein below.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Members do hereby agree as follows:

Section 1. Article 1 of the Joint Powers Agreement, entitled "Definitions" is hereby amended in part to replace the definition of "Authority" to read as follows:

"Authority" shall mean the Independent Cities Finance Authority created by this Agreement.

Section 2. Article 1 of the Joint Powers Agreement, entitled "Definitions" is hereby amended in part to adding a new definition for Housing Authority Law:

"Housing Authority Law" shall refer to all the powers and duties related to financing for the acquisition, construction, rehabilitation, refinancing or development of housing pursuant to the provisions of Part 2 of Division 24 (commencing with Section 34200) of the California Health and Safety Code with respect to those Members or Associate Members that are a housing authority located in the State of California.

Section 3. Article 2 of the Joint Powers Agreement, entitled "Purposes" is hereby amended in its entirety to read as follows:

This Agreement is entered into by the Members in order that they may jointly develop programs to assist in the raising of capital to finance the capital improvement needs of Local Agencies, provide for home mortgage financing with respect to those Members or Associate Members that are either a city or a county of the State of California, provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of the Members and Associate Members, and provide financing in accordance with the provisions of applicable law in connection with other projects and programs that *are* in the public interest and which benefit Members and Associate Members including, without limitation, making loans to tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multi-family rental housing, including mobilehome parks, under the provisions of Chapter 8 of Part 5 of Division 31 (commencing with Section 52100) of the Health and Safety Code (the "Nonprofit Financing Law") or Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the Health and Safety Code (the "Housing Authority Law"). This Agreement is also entered into by the Members in order to provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems.

Section 4. Subsection (d) of Article 6 of the Joint Powers Agreement, entitled "Powers of the Authority" is hereby amended in its entirety to read as follows:

(d) In addition to the other powers provided herein, the Authority shall have any and all powers authorized by law to each of the parties hereto and separately to the public entity herein created relating to (i) economic development, including, without limitation, the promotion of opportunities for the creation and retention of employment, *the* stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties; (ii) the issuance of bonds, notes or other evidences of indebtedness for the financing or refinancing of K-12 educational facilities to be utilized by a non-profit organization; (iii) the issuance of assessment district bonds and bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982, and the issuance of bonds as permitted under Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the Health and Safety Code (the "Housing Authority Law").

Section 5. Article 12 of the Joint Powers Agreement is hereby amended in its entirety to read as follows:

(a) Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

(1) Executive Director. Executive Director shall administer the affairs of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall

coordinate the activities of all consultants and staff of the Authority; shall be responsible for required filings by the Authority with the State of California; shall prepare all meeting notices, minutes and required correspondence of the Authority and shall maintain the records of the Authority; shall assist Local Agencies in the preparing and filing of applications for participation in the financing programs of the Authority and shall expedite the processing of such applications; and shall perform such other duties as are assigned by the Board and Executive Committee.

(2) Treasurer. The duties of the Treasurer are set forth in Articles 13 and 14 of this Agreement. The Treasurer shall be appointed by the Board of Directors and shall be eligible to serve as Treasurer as provided in the Joint Powers Law.

(3) Auditor. The Auditor shall be a Certified Public Accountant licensed to practice in the State of California. The Auditor will conduct annual audits of the Authority.

(b) Other Staff. The Board, Executive Committee or Executive Director shall provide for the appointment of such other staff as may be necessary for the administration of the Authority.

(c) Compensation. The Executive Director, the Treasurer, the Auditor and any other members of the staff or employees of the Authority shall be compensated in such manner as shall be approved by the Board as permitted by applicable law.

Section 6. Article No. 13 of the Joint Powers Agreement, entitled "Accounts and Records" is hereby amended in its entirety to read as follows:

(a) Annual Budget. The Authority shall adopt an operating budget pursuant to Article 7 of this Agreement. The Treasurer, in cooperation with the Executive Director, shall prepare the annual or multi-year operating budget for review and approval by the Board of Directors as provided in Article 7 of this Agreement

(b) Funds and Accounts. The Treasurer of the Authority or the Executive Director shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Books and records of the Authority in the hands of the Treasurer or Executive Director shall be open to inspection at all reasonable times by authorized representatives of the Members.

The Authority shall adhere to the standard of strict accountability for funds set forth in the Joint Powers Law.

(a) Auditor's Report. The Auditor, within one hundred and twenty (120) days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Board and to each Member.

(b) Annual Audit. If then required by the Joint Powers Law, the Authority shall either make or contract with a certified public accountant to make an annual Fiscal Year audit of all accounts and records of the Authority, conforming in all respects with the requirements of the Joint Powers Law. A report of the audit shall be filed, if then required by law, as a public record with each of the Members and with the county auditor of the county or counties in which each of the Members is located. Costs of the audit shall be considered a general expense of the Authority.

Section 7. Article No. 14 of the Joint Powers Agreement, entitled "Responsibilities for Funds and Property" is hereby amended in its entirety to read as follows:

(a) Custody of Authority Funds. The Treasurer shall have the custody of and disburse the Authority's funds. Proceeds of bonds, certificates of participation or other similar obligations of the Authority may be deposited with an indenture trustee, agent or other depository and shall not be considered the Authority's funds for purposes of this Article. The Treasurer may delegate disbursing authority to such persons as may be authorized by the Board or the Executive Committee to perform that function, subject to the requirements of (b) below.

(b) Duties of Treasurer. The Treasurer shall perform all functions then required to be performed by the Treasurer under the Joint Powers Law. The Treasurer shall review the financial statements and the annual audit of the Authority.

(c) Authority Property. Pursuant to Government Code Section 6505.1, the Executive Director, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to the property of the Authority. The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board of Directors, covering all officers and staff of the Authority who are authorized to hold or disburse funds of the Authority and all officers and staff who are authorized to have charge of, handle and have access to property of the Authority.

Section 8. Article No. 28 of the Joint Powers Agreement, entitled "Filing With Secretary of State" is hereby amended in its entirety to read as follows:

The Executive Director of the Authority shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5 and within seventy (70) days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_, 2013                      CITY OF \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Seal:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

# ICFA

INDEPENDENT CITIES  
FINANCE AUTHORITY

## MEMBER CITIES

Alhambra  
Apple Valley  
Azusa  
Baldwin Park  
Barstow  
Bell  
Bellflower  
Brea  
Capitola  
Carson  
Chino  
Claremont  
Cotton  
Commerces  
Compton  
Covina  
Downey  
Duarte  
El Monte  
Fairfield  
Fontana  
Fresno  
Gardena  
Garden Grove  
Glendale  
Glendora  
Hawaiian Gardens  
Hawthorne  
Hermosa Beach  
Huntington Park  
Indio  
Inglewood  
La Habra  
La Puente  
Lakewood  
Lancaster  
Lawndale  
Long Beach  
Los Angeles  
Lynwood  
Monrovia  
Montclair  
Montebello  
Monterey Park  
Morgan Hill  
Norwalk  
Oceanside  
Palmdale  
Palm Springs  
Paramount  
Pico Rivera  
Placita Community Services District  
Pomona  
Rancho Cucamonga  
Rialto  
Riverside  
Rohnert Park  
Salinas  
San Bernardino  
San Bernardino County  
San Diego County  
San Fernando  
San Juan Capistrano  
San Marcos  
San Mateo County  
Santa Clarita  
Santa Rosa  
Signal Hill  
South Gate  
Vernon  
Vista  
West Covina  
Whittier  
Yucaipa

## BOARD MEMBERS

**OFFICERS**  
Mike McCormick, President  
Vernon  
Mario Gomez, Vice President  
Huntington Park  
Stephan Ajobiewe, Treasurer  
Compton

## DIRECTORS

Ricardo Pachco, Baldwin Park  
G. Harold Duffey, Compton  
(Vacant), Hawthorne  
Peter Tucker, Hermosa Beach  
Jim Moran, Lynwood  
Sylvia Ballin, San Fernando  
Gil Hurtado, South Gate

**Secretary/Program Administrator**  
Debbie Smith  
**General Legal Counsel**  
Scott Campbell  
Boel Beel & Krieger, LLP

August 13, 2013

ADPER006192013pm246

Rene Bobadilla, City Manager  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, California 90255

Dear Mr. Bobadilla:

The Board of Directors of the Independent Cities Finance Authority (ICFA) respectfully requests a timely action by your City Council to facilitate changes in the ICFA Joint Powers Agreement as set forth in the attachments hereto and noted below:

- The title of the staff person designated to oversee the operations of the Authority is being changed to Executive Director (instead of Program Administrator)
- A new definition of "Housing Authority Law" has been added to the Joint Powers Agreement which will allow ICFA to issue bonds to housing authorities of its members and/or associate members.

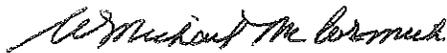
ICFA has nine member cities and sixty-five associate member cities, and has functioned for twenty-five years without levying dues or assessments on any member of associate member. Program participants pay all ICFA fees, including operational costs.

Please send a certified copy of the attached resolution after your City Council approves/adopts it to:

Debbie Smith, Program Administrator  
Independent Cities Finance Authority  
Post Office Box 6740  
Lancaster, California 93539-6740

If you have any questions, please feel free to contact either Debbie Smith at (877) 906-0941 or via email at [debbie@icfauthority.org](mailto:debbie@icfauthority.org), or Scott Campbell, ICFA General Legal Counsel at (213) 617-8100 or via email at [scott.campbell@bbklaw.com](mailto:scott.campbell@bbklaw.com).

Respectfully,



W. Michael McCormick  
President

- Attachments:
- 1) Resolution approving Amendment No. 8 to the ICFA Joint Powers Agreement
  - 2) Amendment No. 8 to the ICFA Joint Powers Agreement
  - 3) Amended and Restated ICFA Joint Powers Agreement (strike out/underline version)
  - 4) Amended and Restated ICFA Joint Powers Agreement (clean version)

c: Honorable Mario Gomez (w/attachments)

## **AMENDED AND RESTATED JOINT POWERS AGREEMENT**

### **CREATING THE INDEPENDENT CITIES FINANCE AUTHORITY**

This Joint Powers Agreement (the "Agreement") is entered into by and among the public agencies (hereinafter referred to as "Members" and set forth in Appendix A attached hereto and incorporated herein by this reference), organized and existing under the Constitution and laws of the respective states in which such agencies are domiciled.

#### **RECITALS**

WHEREAS, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the public agencies executing this Agreement desire to join together for the purpose of assisting public agencies to finance the acquisition, construction, installation and/or equipping of public capital improvements and to encourage and promote other joint and cooperative endeavors among such public agencies for their mutual benefit;

NOW, THEREFORE, the parties agree as follows:

#### **ARTICLE 1**

##### **DEFINITIONS**

"Associate Member" shall mean any Local Agency that shall have duly executed and delivered to the Authority an Associate Membership Agreement in the form and as further provided in the Bylaws of the Authority.

"Authority" shall mean the Independent Cities Finance Authority created by this Agreement.

"Board of Directors" or "Board" shall mean the governing body of the Authority.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

"Fiscal Year" shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the Authority.

"Government Code" shall mean the California Government Code, as amended.

"Home Mortgage Financing Program" shall mean a program for financing home mortgages undertaken by the Authority pursuant to the provisions of Part 5 of Division 31 (commencing with Section 52000) of the California Health and Safety Code with respect to those Members or Associate Members that are either a city or a county of the State of California.

"Joint Powers Law" shall mean Articles 1 and 2, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Legislative Body" shall mean the legislative board of each Public Agency and Local Agency that are either Members or Associate Members, respectively, of the Authority.

"Local Agency" shall have the meaning set forth in Section 6585(f) of the Government Code, as may hereafter be amended from time to time.

"Member" shall mean any Public Agency which has executed this Agreement and has become a member of the Authority.

"Public Agency" shall mean public agency as defined in Government Code Section 6500, as may hereafter be amended from time to time.

"Housing Authority Law" shall refer to all the powers and duties related to the provision of financing for the acquisition, construction, rehabilitation, refinancing or development of housing pursuant to the provisions of Part 2 of Division 24 (commencing with Section 34200) of the California Health and Safety Code with respect to those Members or Associate Members that are a housing authority located in the State of California.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

## **ARTICLE 2**

### **PURPOSES**

This Agreement is entered into by the Members in order that they may jointly develop programs to assist in the raising of capital to finance the capital improvement needs of Local Agencies, provide for home mortgage financing with respect to those Members or Associate Members that are either a city or a county of the State of California, provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of the Members and Associate Members, and provide financing in accordance with the provisions of applicable law in connection with other projects and programs that *are* in the public interest and which benefit Members and Associate Members including, without limitation, making loans to tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multi-family rental housing, including mobilehome parks, under the provisions of Chapter 8 of Part 5 of Division 31 (commencing with Section 52100) of the Health and Safety Code (the "Nonprofit Financing Law") or Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the Health and Safety Code (the "Housing Authority Law"). This Agreement is also entered into by the Members in order to provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems.

### ARTICLE 3

#### PARTIES TO AGREEMENT

Each Member, as a party to this Agreement, certifies that it intends to *and* does contract with all other Members as parties to this Agreement and, with such other Public Agencies as may later be added as parties to this Agreement. Each Member also certifies that the withdrawal of any party from this Agreement pursuant to Article 17 shall not affect this Agreement or the Members' obligations hereunder.

### ARTICLE 4

#### TERM

This Agreement shall become effective when executed and returned to the Authority by at least four Members. The Authority shall promptly notify all Members in writing of such effective date. This Agreement shall continue in effect until terminated as provided herein; provided that the termination of this Agreement with respect to an individual Member upon its withdrawal from membership in the Authority shall not operate to terminate this Agreement with respect to the remaining Members.

### ARTICLE 5

#### CREATION OF THE AUTHORITY

Pursuant to the Joint Powers Law, there is hereby created a public entity separate and apart from the parties hereto, to be known as the "Independent Cities Finance Authority" with such powers as are hereinafter set forth.

### ARTICLE 6

#### POWERS OF THE AUTHORITY

(a) Powers. The Authority shall have all of the powers common to its Members and all additional powers set forth in the Joint Powers Law and other statutes applicable to the joint powers authority created hereby, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (1) To make and enter into contracts.
- (2) To incur debts, liabilities, and obligations and to encumber real or personal property.
- (3) To acquire, hold, or dispose of real or personal property, contributions and donations of real or personal property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.

(4) To sue and *be* sued in its own name, and to settle any claim against it.

(5) To receive and use contributions and advances from Members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment or property.

(6) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5

(7) To acquire, construct, manage, maintain or operate title to real or personal property or rights or any interest therein.

(8) To employ agents and employees.

(9) To receive, collect and disburse moneys.

(10) To finance the acquisition, construction or installation of real or personal property for the benefit of one or more Local Agencies through the sale of its revenue bonds, certificates of participation or other obligations and to enter into any agreement or instrument in connection with the execution, issuance, sale or delivery of such bonds, certificates of participation or other obligations.

(11) To lease, sell, convey or otherwise transfer title or rights to or an interest in real or personal property, including, but not limited to, property financed by the Authority for the benefit of its Members or other Local Agencies, and to enter into any agreement or instrument in connection with any such lease, sale, conveyance or transfer.

(12) To exercise all powers of entities, such as the Authority, created under the Joint Powers Law including, but not limited to, those powers enumerated under the Marks-Roos Local Bond Pooling Act of 1985, as amended.

(13) To exercise other reasonable and necessary powers in furtherance or support of any purpose of the Authority or power granted by the Joint Powers Law, this Agreement or the Bylaws of the Authority.

(b) Restrictions on Powers. Pursuant to and to the extent required by Government Code Section 6509, *the* Authority shall *be* restricted in the exercise of its powers in the same manner as the City of Hawthorne is restricted in its exercise of similar powers; provided that, if the City of Hawthorne shall cease to be a Member, then the Authority shall be restricted in the exercise of its power in the same manner as the City of Baldwin Park. If the City of Baldwin Park shall cease to be a Member, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of South Gate.

(c) In addition to the other powers provided herein, this Agreement is entered into for the express purpose of the joint exercise of powers under Part 5 of Division 31 (commencing with Section 52000) of the California Health and Safety Code.

(d) In addition to the other powers provided herein, the Authority shall have any and all powers authorized by law to each of the parties hereto and separately to the public entity herein created relating to (i) economic development, including, without limitation, the promotion of opportunities for the creation and retention of employment, *the* stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties; (ii) the issuance of bonds, notes or other evidences of indebtedness for the financing or refinancing of K-12 educational facilities to be utilized by a non-profit organization; (iii) the issuance of assessment district bonds and bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982, and (iv) the issuance of bonds as permitted under Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the Health and Safety Code (the "Housing Authority Law").

## ARTICLE 7

### BOARD OF DIRECTORS

(a) Composition of Board. The Authority shall be governed by the Board of Directors, which shall *be* composed of one director representing each Member. The Legislative Body of each Member shall appoint a member of such Legislative Body Council as a director to represent such Member on the Board of Directors. Such director shall serve at the pleasure of such Legislative Body. The Legislative Body of each Member shall also appoint one or two alternate directors who shall have the authority to attend, participate in and vote at any meeting of the Board when the director is absent. Each alternate director shall be an official or staff person of the Member which such alternate director represents. Any vacancy in a director or alternate director position shall be filled by the appointing Member's Legislative Body, subject to the provisions of this Article. Immediately upon admission of a new Member pursuant to Article 16, such Member shall be entitled and required to appoint a director and one or two alternate directors.

(b) Termination of Status as Director. A director and/or alternate director shall be removed from the Board of Directors upon the occurrence of any one of the following events: (1) the Authority receives written notice from the appointing Member of the removal of the director or alternate director, together with a certified copy of the resolution of the Legislative Body of the Member effecting such removal; (2) the withdrawal of the Member from this Agreement; (3) the death or resignation of the director or alternate director; (4) the Authority receives written notice from the Member that the director or alternate director is no longer qualified as provided in the first paragraph of this Article.

(c) Compensation. Directors and their alternates are entitled to compensation as specified in the Bylaws. The Board of Directors may authorize reimbursement of expenses incurred by directors or their alternates.

(d) Powers of Board. The Board of Directors shall have the following powers and functions.

(1) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by

delegation to other bodies or persons.

(2) The Board may form an Executive Committee, as provided in Article 10. If an Executive Committee is established by the Board, the Executive Committee may exercise all powers or duties of the Board relating to the execution, issuance, sale or delivery of bonds, certificates of participation or other obligations of the Authority and the entering into by the Authority of all agreements, leases, indentures, conveyances, security documents and other instruments relating thereto or relating to the financing of capital improvements for the Members or other Local Agencies. If an Executive Committee is established by the Board, the Board may delegate to the Executive Committee and the Executive Committee may discharge any additional powers or duties of the Board except adoption of the Authority's annual budget. Any additional powers and duties so delegated shall *be* specified in a resolution adopted by the Board.

(3) The Board may form, as provided in Article 11, such other committees as it deems appropriate to conduct the business of the Authority or it may delegate such power to the Executive Committee in *the* Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board; provided that the Board and the Executive Committee may delegate decision-making powers and duties only to a committee a majority of the members of which are Board members. Any committee a majority of the members of which are not Board members may function only in an advisory capacity.

(4) The Board shall elect the officers of the Authority and shall appoint or employ necessary staff in accordance with Articles 9 and 12.

(5) The Board shall cause to be prepared, and shall review, modify as *necessary*, and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated.

(6) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 13 and 14 of this Agreement.

(7) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

## **ARTICLE 8**

### **MEETINGS OF THE BOARD OF DIRECTORS**

(a) Regular Meetings. The Board of Directors shall hold at least one regular meeting each year. The Board of Directors shall fix by resolution or in the Bylaws the date upon which, and the hour and place at which, each regular meeting is to be held. The Board or President may call special meetings.

(b) Ralph M. Brown Act. Each meeting of the Board of Directors, including without limitation regular, adjourned regular and special meetings shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the Government Code.

(c) Minutes. The Authority shall have minutes of regular, adjourned regular and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

(d) Quorum. A majority of the members of the Board is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action.

(e) Voting. Each member of the Board shall have one vote.

## **ARTICLE 9**

### **OFFICERS**

The Board shall elect a President and Vice President from among the directors at its first meeting. Thereafter, except as may be otherwise provided in the Bylaws of the Authority, the Board shall elect a new President and Vice President, in each succeeding alternating fiscal year. Each officer shall assume the duties of his office upon election. If either the President or Vice President ceases to be a member of the Board, the resulting vacancy shall be filled at the next meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the President to act, the Vice President shall act as President. The President shall preside at and conduct all meetings of the Board. The Board may appoint such other officers as it considers necessary.

## **ARTICLE 10**

### **EXECUTIVE COMMITTEE**

The Board may establish an Executive Committee of the Board which shall consist solely of members selected from the membership of the Board. If an Executive Committee is established by the Board, the terms of office of the members of the Executive Committee shall be as provided in the Bylaws of the Authority. If an Executive Committee is established by the Board the Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Section (d)(2) of Article 7, or as otherwise delegated to it by the Board.

## **ARTICLE 11**

### **COMMITTEES**

The Board may establish committees, as it deems appropriate to conduct the business of the Authority or it may, in *the* Bylaws or by resolution, delegate such power to the Executive Committee. Members of Committees shall be appointed by the Board or the Executive

Committee, as the case may be. Each Committee shall have those duties as determined by the Board or the Executive Committee, as the case may be, or as otherwise set forth in the Bylaws. Each Committee shall meet on the call of its chairperson, and shall report to the Executive Committee and the Board as directed by the Board or the Executive Committee, as the case may be.

## ARTICLE 12

### STAFF

(a) Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

(1) Executive Director. The Executive Director shall administer the affairs of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall coordinate the activities of all consultants and staff of the Authority; shall be responsible for required filings by the Authority with the State of California; shall prepare all meeting notices, minutes and required correspondence of the Authority and shall maintain the records of the Authority; shall assist Local Agencies in the preparing and filing of applications for participation in the financing programs of the Authority and shall expedite the processing of such applications; and shall perform such other duties as are assigned by the Board and Executive Committee.

(2) Treasurer. The duties of the Treasurer are set forth in Articles 13 and 14 of this Agreement. The Treasurer shall be appointed by the Board of Directors and shall be eligible to serve as Treasurer as provided in the Joint Powers Law.

(3) Auditor. The Auditor shall be a Certified Public Accountant licensed to practice in the State of California. The Auditor will conduct annual audits of the Authority.

(b) Other Staff. The Board, Executive Committee or Executive Director shall provide for the appointment of such other staff as may be necessary for the administration of the Authority.

(c) Compensation. The Executive Director, the Treasurer, the Auditor and any other members of the staff or employees of the Authority shall be compensated in such manner as shall be approved by the Board as permitted by applicable law.

## ARTICLE 13

### ACCOUNTS AND RECORDS

(a) Annual Budget. The Authority shall adopt an operating budget pursuant to Article 7 of this Agreement. The Treasurer, in cooperation with the Executive Director, shall prepare the annual or multi-year operating budget for review and approval by the Board of Directors as provided in Article 7 of this Agreement

(b) Funds and Accounts. The Treasurer of the Authority or the Executive Director shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Books and records of the Authority in the hands of the Treasurer or Executive Director shall be open to inspection at all reasonable times by authorized representatives of the Members.

The Authority shall adhere to the standard of strict accountability for funds set forth in the Joint Powers Law.

(a) Auditor's Report. The Auditor, within one hundred and twenty (120) days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Board and to each Member.

(b) Annual Audit. If then required by the Joint Powers Law, the Authority shall either make or contract with a certified public accountant to make an annual Fiscal Year audit of all accounts and records of the Authority, conforming in all respects with the requirements of the Joint Powers Law. A report of the audit shall be filed, if then required by law, as a public record with each of the Members and with the county auditor of the county or counties in which each of the Members is located. Costs of the audit shall be considered a general expense of the Authority.

## ARTICLE 14

### RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) Custody of Authority Funds. The Treasurer shall have the custody of and disburse the Authority's funds. Proceeds of bonds, certificates of participation or other similar obligations of the Authority may be deposited with an indenture trustee, agent or other depository and shall not be considered the Authority's funds for purposes of this Article. The Treasurer may delegate disbursing authority to such persons as may be authorized by the Board or the Executive Committee to perform that function, subject to the requirements of (b) below.

(b) Duties of Treasurer. The Treasurer shall perform all functions then required to be performed by the Treasurer under the Joint Powers Law. The Treasurer shall review the financial statements and the annual audit of the Authority.

(c) Authority Property. Pursuant to *Government Code* Section 6505.1, the Executive Director, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to the property of the Authority. The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board of Directors, covering all officers and staff of the Authority who are authorized to hold or disburse funds of the Authority and all officers and staff who are authorized to have charge of, handle and have access to property of the Authority.

## ARTICLE 15

### MEMBER RESPONSIBILITIES

Each Member shall have the following responsibilities:

(a) To appoint its director and alternate director to or remove its director and alternate director from the Board as set forth in Article 7.

(b) To consider proposed amendments to this Agreement as set forth in Article 23.

(c) To make contributions in the form of annual membership assessments and fees, if any, determined by the Board for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement

(d) If a Member shall give written notice to the Authority of its election to relinquish its status as a Member and instead become an Associate Member or if a Member shall fail to be represented at three (3) or more successive meetings of the Board of Directors, then such Member shall be deemed to be an Associate Member upon action of the Board of Directors duly adopted to such effect. Promptly following any such action by the Board of Directors, such Member shall promptly deliver to the Authority an executed Associate Membership Agreement in the form and as further provided in the Bylaws. Such Associate Member status shall not relieve such Member from its obligations under any outstanding agreements relating to the Authority's bonds, certificates of participation or other obligations except in accordance with such agreements.

## ARTICLE 16

### NEW MEMBERS

With the approval of the Board any qualified Public Agency may become a party to this Agreement. A Public Agency requesting membership shall apply by presenting to the Authority a resolution of the Legislative Body of such Public Agency evidencing its approval of this Agreement. The date that the applying city will become a Member will be determined by the Board.

**ARTICLE 17**  
**WITHDRAWAL**

A Member or an Associate Member may withdraw from membership in the Authority upon thirty (30) days advance written notice to the Authority. No such withdrawal, however, shall relieve such Member or such Associate Member from its obligations under any outstanding agreements relating to the Authority's bonds, certificates of participation or other obligations except in accordance with such agreements.

**ARTICLE 18**  
**OBLIGATIONS OF AUTHORITY**

The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. Any Member may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority.

**ARTICLE 19**  
**TERMINATION AND DISTRIBUTION OF ASSETS**

This Agreement may be terminated at any time that no bonds, certificates of participation or other similar obligations of the Authority are outstanding with the approval of two-thirds of the Members. Upon termination of this Agreement, all assets of the Authority shall, after payment of all unpaid costs, expenses and charges incurred under this Agreement, be distributed among the parties hereto in accordance with the respective contributions of each of said parties.

**ARTICLE 20**  
**LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND COMMITTEE**  
**MEMBERS**

The members of the Board of Directors, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest.

No director, officer or committee member shall be responsible for any action taken or omitted by any other director, officer or committee member. No director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

The funds of the Authority shall be used to defend, indemnify and hold harmless the Authority for any director, officer or committee member for their actions taken within the scope

of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as hereinafter set forth.

## **ARTICLE 21**

### **BYLAWS**

The Board may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Authority. The provisions of the Bylaws, as modified from time to time, shall establish the operating procedures and standards for the Authority.

## **ARTICLE 22**

### **NOTICES**

The Authority shall address notices, billings and other communications to a Member as directed by such Member. Each Member shall provide the Authority with the address to which communications are to be sent. Members shall address notices and other communications to the Authority, at the office address of the Authority as set forth in the Bylaws.

## **ARTICLE 23**

### **AMENDMENT**

This Agreement may be amended at any time by vote of the Members, acting through their Legislative Bodies. Any amendment of this Agreement shall become effective upon receipt by the Authority of notice of the approval of such amendment by a majority of the Legislative Bodies of the Members.

## **ARTICLE 24**

### **SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

## **ARTICLE 25**

### **PROHIBITION AGAINST ASSIGNMENT**

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund or asset of the Authority.

## ARTICLE 26

### AGREEMENT COMPLETE

This Agreement constitutes the full and complete agreement of the parties.

## ARTICLE 27

### ASSOCIATE MEMBERS

Any Public Agency may, with the approval of the Board of Directors, become an Associate Member of the Authority by executing and delivering to the Authority an Associate Membership Agreement in form and as further provided in the Bylaws. An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the Authority. However, an Associate *Member* shall be entitled to participate in all programs and other undertakings of the Authority, including, without limitation, any Home Mortgage Financing Program, any financing under the Nonprofit Financing Law, any undertaking to finance the acquisition, construction, installation and/or equipping of public capital improvements, and any other financing program.

## ARTICLE 28

### FILING WITH SECRETARY OF STATE

The Executive Director of the Authority shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5 and within seventy (70) days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

Dated: July \_\_, 2013

CITY OF

By: \_\_\_\_\_

Its

Seal:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

- Amendment No. 1 - Authorized for distribution to member cities for approval on May 21, 1998
- Amendment No. 2 - Authorized for distribution to member cities for approval on May 21, 1998
- Amendment No. 3 - Authorized for distribution to member cities for approval on October 9, 2002
- Amendment No. 4 - Authorized for distribution to member cities for approval on June 9, 2004
- Amendment No. 5 - Authorized for distribution to member cities for approval on August 31, 2005
- Amendment No. 6 - Authorized for distribution to member cities for approval on June 21, 2006
- Amendment No. 7 - Authorized for distribution to member cities for approval on January 9, 2008
- Amendment No. 8 - Authorized for distribution to member cities for approval of July 31, 2013

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- Amendment No. 1 - Effective upon two-thirds of member cities taking official action (August 20, 1998)
- Amendment No. 2 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (August 20, 1998)
- Amendment No. 3 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (February 27, 2003)
- Amendment No. 4 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (October 27, 2004)
- Amendment No. 5 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (May 3, 2006)
- Amendment No. 6 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (March 27, 2007)
- Amendment No. 7 - Effective upon two-thirds of Legislative Bodies of member cities taking official action (May 21, 2008)



APPENDIX A MEMBERS

MEMBERS

Baldwin Park	Lynwood
Compton	San Fernando
Hawthorne Gate	South Gate
Hermosa Beach	Vernon
Huntington Park	

ASSOCIATE MEMBERS

Alhambra	Los Angeles
Apple Valley	Monrovia
Azusa	Montclair
Barstow	Montebello
Bell	Monterey Park
Bellflower	Morgan Hill
Brea	Norwalk
Capitola	Oceanside
Carson	Palmdale
Chino	Palm Springs
Claremont	Paramount
Colton	Pico Rivera
Commerce	Planada Community Services District
Covina	Pomona
Downey	Rancho Cucamonga
Duarte	Rialto
El Monte	Riverside
Fairfield	Rohnert Park
Fontana	Salinas
Fresno	San Bernardino
Gardena	San Bernardino County
Garden Grove	San Diego County
Glendale	San Juan Capistrano
Glendora	San Marcos
Hawaiian Gardens	San Mateo County
Indio	Santa Clarita
Inglewood	Santa Rosa
La Habra	Signal Hill
La Puente	Vista
Lakewood	West Covina
Lancaster	Whittier
Lawndale	Yucaipa
Long Beach	